

FARGO CITY COMMISSION AGENDA
Monday, July 11, 2022 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 27, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the Gas Franchise Ordinance; 1st reading, 6/27/22.
- 2. Findings of Fact and Order, and Notice of Entry Order for the property at 1108 18th Street South.
- 3. Applications for Games of Chance:
 - a. Matthew Voice Project for a raffle on 7/15/22, 7/16/22, 7/23/22, 7/24/22, 7/30/22 and 7/31/22.
 - b. New Life Center for a raffle on 9/20/22.
 - c. YWCA of Cass and Clay Counties for a raffle on 8/2/22.
- 4. Pledged securities as of 6/30/22.
- 5. Bid award for modular walls for Citywide Multimedia Space (RFP18023).
- 6. Funding for a 6-month Pilot Program with the Great Plains Food Bank and New Americans Foreign Born and Immigrant Communities.
- 7. Amendment No. 1 with Houston Engineering in the amount of \$8,500.00 for Project No. UN-21-A2.
- 8. Change Order No. 1 in the amount of \$37,227.50 for Project No. SR-22-B1.
- 9. Change Order No. 1 in the amount of \$38,424.00 for Project No. TM-22-A1.
- 10. Change Order No. 4 in the amount of \$58,460.16 for Project No. FM-19-F1.
- 11. Easement (Storm Sewer and Outfall) with SoFar Properties.
- 12. Notice of Grant Award Amendment with the ND Department of Environmental Quality for water pollution – EPA Block (CFDA #66.605).
- 13. Notice of Grant Award with the ND Department of Health and Human Services for Public Health Emergency Preparedness - EPR Statewide Response Team (CFDA #93.069).

Page 14. Notice of Grant Award with the ND Department of Health and Human Services for Public Health Emergency Preparedness – EPR All Hazards Allocation (CFDA #93.069).

15. Proposed Amendments to the 2021 and 2022 HUD Action Plans.
16. Proposed Amendments to the 2021 Action Plan Activities for HOME American Rescue Plan (ARP) Program.
17. Request from the Downtown Community Partnership to utilize the property located at 501 Main Avenue for the 2022 Street Fair.
18. Lease of 80 parking stalls (50 at the Mercantile and 30 at the RoCo) to the General Services Administration (GSA).
19. Bid award for the Public Works West Building Renovations (AFB2117).
20. Rebate Contract with the ND Department of Environmental Quality for the ND Volkswagen Settlement Program.
21. Purchase of one combination sewer recycler jet truck through Sanitation Products (PBC101221-VTR).
22. Ratify the Mayor's signature on the Contract Amendment with the ND Department of Transportation.
23. Transit Capital Project Fiscal Year 2022 Urbanized Carbon Reduction Program Memorandum of Understanding with the ND Department of Transportation.
24. Amendment No. 1 to the Agreement with First Transit.
25. Bills.
26. Change Order No. 1 in the amount of \$51,571.50 for Improvement District No. BN-22-K1.
27. Change Order No. 1 in the amount of \$58,256.80 and time extension for substantial (9/16/22) and final completion (10/15/22) dates for Improvement District No. PR-22-G1.
28. Change Order No. 1 in the amount of \$83,083.00 for Improvement District No. TN-22-A1.
29. Change Order No. 4 in the amount of \$18,275.54 for Improvement District No. BN-21-H1.
30. Negative Final Balancing Change Order No. 3 in the amount of -\$30,011.10 for Improvement District No. FM-19-E1.
31. Payment to Lumen in the amount of \$2,083.12 for relocation of a utility hand hole (Improvement District No. BN-21-H1).
32. Permanent Easement (Storm Sewer) with Thomsen Properties, LLC for Improvement District No. BN-22-G1.
33. Permanent Easement (Storm Sewer) with 76th Street Holdings, LLC for Improvement District No. BN-22-J1.

- a. No. BN-22-G.
- b. No. BN-22-N.

REGULAR AGENDA:

35. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).
36. Construction Update.
37. Recommendation for bid award for the 32nd Avenue South Project (Improvement District No. BR-22-A2).
38. Recommendation for Commission Liaison assignments.
39. Update on the City Administrator selection process.
40. Request from Commissioner Strand to assess the City of Fargo's Health Insurance coverage.
41. Request from Commissioner Strand for a Calls for Service Report from July 4th.
42. Request from Commissioner Strand to place on the Regular Agenda a call for reports from sitting Commissioners on their portfolio assignments to include Boards and Committees on which they may serve.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

GAS FRANCHISE ORDINANCE

ORDINANCE NO. _____

CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the city shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF FARGO, NORTH DAKOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Fargo, County of Cass, State of North Dakota.

City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

Commission. The North Dakota Public Service Commission, or any successor agency or agencies, including an agency of the federal government which preempts all or part of the authority to regulate Gas retail rates now vested in the North Dakota Public Service Commission.

Company. Northern States Power Company, a Minnesota corporation, its successors and assigns.

Gas. "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

Gas Facilities. Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.

Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 225 4th Street, Fargo, ND 58102. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

Public Ground. Land owned by the City, for whatever purpose deemed necessary and appropriate by City.

Public Way. Any street, walkway or other public right-of-way within City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, a non-exclusive franchise ("Franchise"), except as otherwise provided by the Public Service Commission, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways of City, subject to the provisions of this Franchise Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance.

2.2 Effective Date: Written Acceptance. This franchise Ordinance shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. City by board of city commission resolution may revoke this franchise Ordinance if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for Gas service in City, termination provisions, assignment and merger terms, and all operational decisions that apply shall continue to be subject to the jurisdiction of the Public Service Commission of this State or its successor agency.

2.4 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the

default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court, Cass County, North Dakota, to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company shall be required to comply with North Dakota Century Code Ch. 49-23 One-Call Excavation Notice System as underground gas facilities may be abandoned underground in place, from time to time, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project. To the extent inconsistent with state law, state law shall control.

3.2 **Street Openings.** Company shall not open or disturb any Public Way for any purpose without first having obtained a permit from the City in accordance with Fargo Municipal Code Article 18-09, for which the City may impose a reasonable fee or otherwise giving notice thereof to the city engineer in accordance with Fargo Municipal Code §18-0912. Permit conditions, if any, imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. In the event of an emergency, Company shall notify the city engineer on the first working day after such work is commenced, and shall secure such permits, if necessary.

3.3 **Restoration.** After undertaking any work requiring the opening of any Public Way, Company shall restore the same, including paving and its foundation, in accordance with Fargo Municipal Code Article 18-09, unless otherwise agreed to by the parties. Company shall be permitted to use non-reinforced concrete instead of cold mix asphalt for temporary restoration purposes. City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.4 **Avoid Damage to Gas Facilities.** Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.5 **Notice of Improvements.** The City must give Company reasonable notice of plans for improvements to Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the

improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 2, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. Nothing in this Franchise Agreement requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of North Dakota Century Code Chapter 24-01, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment Costs of such relocation and the loss and expense resulting therefrom are first paid to Company, but the City need not pay those portions of such for which reimbursement to it is not available.

4.3 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company understands and agrees that it is also granted the permission and authority to trim shrubs, trees and other vegetation, including roots, in the Public Ways of City to the extent Company finds necessary and in accordance with City excavation permit requirements, including Emergency provisions therein, to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises. Company agrees that if tree or vegetation impacts are possible, Company will consider alternate methods of construction when appropriate and reasonable.

SECTION 6. INDEMNIFICATION.

6.1 **Indemnity of City.** Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under North Dakota Century Code, Chapter 40-39.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on the Company, the City may impose on Company a franchise fee ("Franchise Fee") as described herein.

9.2 **General Franchise Fee.** The franchise fee payable by the Company to the City shall be determined by a separate Resolution of the board of city commissioners as a percentage of Company's Gross Revenues. "Gross Revenues" means all sums, excluding any surcharge or similar addition to the

Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of gas to its retail customers within the corporate limits of City. The Resolution shall not be adopted until at least 90 days after written notice enclosing such proposed Resolution has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted Resolution has been served upon Company by certified mail. Section 2.4 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate Resolution.

9.3 Application of franchise fee to customer. The franchise fee shall be payable monthly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee on all customer billings for gas service. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by Resolution from time to time; however, each change shall meet the same notice requirements and not occur more often than annually. The time and manner of collecting the franchise fee may be subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times.

9.4 Fee Adjustments. City and Company agree that City, in its sole discretion, may raise or lower the percentage Franchise Fee on a non-discriminatory basis, and Company may raise or lower the corresponding surcharge to its customers accordingly. This franchise ordinance shall not be construed as a limitation on the City's power to tax the Company, if any.

9.5 Equivalent Fee Requirement. City agrees it will not grant additional franchises for other gas providers in City on terms more favorable or less burdensome than this franchise Ordinance, provided that City has the authority to require a franchise fee.

9.6 Large Volume User Franchise Fee. Upon written approval by the board of City Commissioners determining eligibility as a Large Volume User and commensurate benefit thereto, the franchise fee for the sale or transmission of gas to large volume gas customers who are so classified by the Company because their maximum daily requirements are 200 MCF or more, shall be .75%.

9.7 Annual Franchise Performance and Planning Meeting; Annual Reporting. Company and City shall meet annually to discuss items of concern or interest related to this Franchise, including, but not limited to, collaborative infrastructure planning, vegetation management and reliability performance. Upon request of City, Company shall annually provide to City reporting information on service reliability, customer usage, program participation, outage data, and infrastructure improvements

and capital improvements, the exact format and content of which shall be mutually agreed to by City and Company, and in a manner consistent with all applicable laws, regulations and Commission orders.

SECTION 10. INSURANCE AND WORKERS COMPENSATION.

10.1 Insurance. As of the effective date of this franchise agreement Company will, at its sole expense, maintain during the entire term of this franchise agreement public liability insurance with a company licensed to do business in the State of North Dakota with a rating by Best of not less than "A" that will protect Company, the City, and the City's officials, officers, employees, and agents from claims which may arise from operations under this Franchise, whether such operations are by the Company, its officials, officers, directors, employees, or agents, or any subcontractors of Company. This liability insurance will include, but will not be limited to, protection against claims arising from bodily and personal injury, death, and damage to property resulting from the Company's automobiles, products, and completed operations. The amount of such insurance shall be subject to periodic changes as described in this Section, or as may be required by applicable law, but will be not less than the following:

- (a) General liability insurance:
Bodily injury and/or death per Person \$1,000,000
Bodily injury and/or death per occurrence \$1,000,000
Property damage per occurrence \$1,000,000
Property damage and bodily injury, aggregate \$2,000,000
- (b) Automobile insurance:
Combined single limit \$1,000,000
- (c) Umbrella coverage: \$2,000,000

The liability policy will provide for the following, by endorsement or otherwise:

- (a) The policy will cover personal injury as well as bodily injury.
- (b) The policy will cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
- (c) Broad form property damage liability will be afforded.
- (d) The City will be included as an additional insured on the policy.
- (e) The coverage is primary insurance and no other insurance or fund of the City will be called upon to contribute to a loss under this coverage.
- (f) Standard form of cross-liability will be afforded.
- (g) The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.

The automobile insurance policy will provide for the following, by endorsement or otherwise:

- (a) The City will be included as an additional insured on the policy.
- (b) The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.

Upon ninety (90) days prior written notice to Company, the City reserves the right to adjust the limit coverage requirements no more than once every five (5) years. Any such adjustment by the City will be no greater than the increase in the State of North Dakota Consumer Price Index for such five (5) year period, unless otherwise required by applicable law.

Company will submit to the City documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements required. The certificate of insurance should confirm that the required endorsements are in effect.

10.2. Self-Insurance. With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the City a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

SECTION 11. DEVELOPMENT OF ENERGY EFFICIENCIES AND RENEWABLE ENERGY.

City and Company have demonstrated their intent to strive for energy efficiency in City. City and Company agree to further commit to collaborate, cooperate, and strive for an increase in the use of increased energy efficiencies and renewable energies. Areas of collaboration may include future agreements and activities in the areas of public education, promotion of alternative energy sources, promotion of energy efficiencies and conservation, along with the development of residential and commercial building weatherization strategies.

SECTION 12. PROVISIONS OF ORDINANCE.

12.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

12.3 Governing Law. This Franchise Ordinance shall be deemed to be executed in the State of North Dakota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with applicable laws of the State of North Dakota as applicable to contracts entered into and performed entirely within the State.

SECTION 13. AMENDMENT PROCEDURE.

Either party to this franchise ordinance may at any time propose that the Ordinance be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective as provided herein.

SECTION 14. PREVIOUS FRANCHISES SUPERSEDED.

This Franchise Agreement supersedes any previous Gas franchise granted to Company or its predecessor. This ordinance shall be in full force and effect after passage and approval as provided by law.

SECTION 15. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Passed and approved: _____, 20__.

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

Introduction _____
First Reading _____
Second Reading and Adoption _____
Publication _____

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(2)

July 7, 2022

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Dangerous Building located at 1108 18th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Order and Notice regarding the dangerous building proceeding for the property at 1108 18th Street North. At its June 27, 2022 meeting, the report presented by Shawn Ouradnik, city of Fargo Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,



Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1108 18th Street North, Fargo, North Dakota

Owner: Ross M. Kroetch and Heidi M. Kroetch

A hearing was held before the Board of City Commissioners of the City of Fargo on the 27th day of June, 2022 regarding property located at 1108 18th Street North, Fargo, North Dakota. Shawn Ouradnik, Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Ross M. Kroetch, the owner of the property, appeared and provided testimony.

The Board heard the testimony offered by the inspections department, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Ross M. Kroetch and Heidi M. Kroetch are the owners of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot Nine (9), Block Four (4) of Beardsleys Addition to the city of Fargo.

The street address for which is: 1108 18th Street North, Fargo, North Dakota, 58102.

2. That the subject property is vacant and uninhabitable.

3. That on October 28, 2021, Laura Langdahl, Code Enforcement Inspector to the city of Fargo, inspected the property and found the building, consisting of a single-story, white shed type of structure in the rear yard to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and is a dangerous building in the following respects:

(a) shed is not secure; (b) roof and overhang have large holes and are falling inward; (c) shed is leaning; (d) observed squirrel enter and exit multiple times through a hole in side of structure; and (e) siding is not weather tight.

5. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The building is unsafe and constitutes a public nuisance; and
- b. The building is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspection Department stemming from various inspections of the property on or before October 28, 2021 with respect to the subject property is hereby accepted as true and correct.

7. That the rear shed building located at 1108 18th Street North, Fargo, North Dakota 58102, is hereby found to be a “dangerous building.”

8. Notice of Dangerous Building was posted on the property on or about October 29, 2021 in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the “dangerous building” must be vacated and the building demolished within 30 days from the date of the notice.

9. The owners have not sufficiently presented cause why the “dangerous building” should not be demolished.

10. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owners have failed to do so.

11. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by August 27, 2022.

12. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Ross M. Kroetch, Heidi M. Kroetch, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at the rear of the property at 1108 18th Street North, Fargo, North Dakota by August 27, 2022.

It is further ordered that if the owners fail to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of July, 2022.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: ROSS M. KROETCH, HEIDI M. KROETCH, AND ALL OTHER PERSONS HAVING
INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1108 18TH STREET NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after August 27, 2022.

DATED this _____ day of July, 2022.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

\$25.00 Application Fee

(3a)

\$25.00
7-7-22
V358

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to Matthew's Voice Project	Dates of Activity 7/15-7/31	If raffle, provide drawing date 7/15, 16, 23, 24, 30, & 31st	
Organization or Group Contact Person Ali Jones	Title or Position board member	Telephone Number 701-690-9014	
Business Address 929 West Wynd Dr.	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) ND Horse Park			
Site Address 5180 19th Ave. N.	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50 Double-Rail Raffle for cash (50% of amt. collected is prize)	

Total (limit \$40,000 per year)

= **8,000 cash**
with tickets

Intended Uses of Gaming Proceeds

purchase of essential item, gift cards to give to underprivileged

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No☐ Yes - Total Retail Value:

(This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes☒ No

Organization or Group Contact Person

Name Cassie McNames	Title Board Member	Telephone Number 701-306-8411	E-mail Address clm97@hotmail.com
Signature of Organization or Group's Top Official Cassie McNames		Title Board Member	Date 7/6/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(36)

25.00

CC

7/6/22

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to New Life Center	Dates of Activity 09/20/2022	If raffle, provide drawing date 09/20/2022	
Organization or Group Contact Person Amy Gedrose	Title or Position Executive Assistant	Telephone Number 7015324421	
Business Address 1902 3rd Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Delta Hotels by Marriott Fargo			
Site Address 1635 42nd St SW	City Fargo	ZIP Code ND	County 58103

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Paddle Raffle	Downtown Fargo Basket: Night stay at hotel, Dinner/Dessert Gift Cards, Misc filler items	\$400
Paddle Raffle	Foodie Basket: Air fryer, cooking class/platter gift certificate, misc filler items	\$400
Paddle Raffle	Basket: Night stay at hotel, Dinner Gift Card, Skiing/Tubing Tickets, Dinner gift card, misc filler	\$400
Total (limit \$40,000 per year)		\$1,200

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name Amy Gedrose	Title Executive Assistant	Telephone Number 7015324421	E-mail Address amy.gedrose@fargonlc.org
Signature of Organization or Group's Top Official 		Title CEO	Date 7-6-22

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

25.00

CC

7/7/22

(30)

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to YMCA of Cass and Clay Counties	Dates of Activity	If raffle, provide drawing date August 2, 2022	
Organization or Group Contact Person Ashleigh Ackley	Title or Position Annual Campaign and Develo	Telephone Number 701.364.4120	
Business Address 400 1st Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Edgewood Golf Course			
Site Address 19 Golf Course Rd	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Minnesota Family Fun Package	\$1,500.00
Raffle	Gift Cards	\$100.00
Raffle	Liquor Package	\$1,000.00
Raffle	Brewery Swag	\$120.00
Raffle	Matt Cullen Autographed Helm	\$ 200.00
Total (limit \$40,000 per year)		\$2,920.00

Intended Uses of Gaming Proceeds

Supporting YMCA and creating more accessibility to accomodate thosewho have a mental or physical disability by improving ammeneties and

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name Ashleigh Ackley	Title Annual Campaign and Develo	Telephone Number 701.364.4120	E-mail Address ashleigh.ackley@ymcacassclay.org
Signature of Organization or Group's Top Official		Title President and CEO	Date 7/7/2022

4

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Pledged Securities

DATE: July 5, 2022

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

First International Bank & Trust	\$ 8,227,496
Wells Fargo BNY Mellon	\$ 1,883,441
US Bank (Letter of Credit)	\$ 5,000,000
Total Pledged Collateral	\$ 15,110,937

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2022.

WATFORD CITY-FIRST INTL BANK
STUART L. MCDANIEL
PO BOX 607
WATFORD CITY, ND 58854-0607

Internal USE ONLY
Client Code: CFAR
Client Name: CITY OF FARGO
Retention Date: 02/01/2035
As of 06/20/2022
Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
043807DY9	10/20/2021			ASHBY MN IND SCH DIST GO
174037680				2.00, 02/01/2035
*Pledged (CFAR)	As of 06/20/2022		620,000.00	CITY OF FARGO
115158DU8	01/31/2018			BROWERVILLE MN IND SCH DIST GO
174023640				3.00, 02/01/2029
Pledged (CFAR)	As of 10/31/2019		620,000.00	CITY OF FARGO
3128MEBL4	01/08/2015			FHLMC POOL G15243
174013537				3.00, 11/01/2027
Pledged (CFAR)	As of 10/30/2015		621,300.25	CITY OF FARGO
			5,000,000.00	
3138E7TW4	09/11/2013			FNMA POOL AK3264
174009016				3.00, 02/01/2027
Pledged (CFAR)	As of 10/29/2014		511,196.52	CITY OF FARGO
			7,100,000.00	
527860FY1	12/01/2016			LEWIS CNTY WA SCH DIST GO
175007045				4.50, 12/01/2037
Pledged (CFAR)	As of 08/31/2018		1,000,000.00	CITY OF FARGO
59333FRZ5	09/28/2020			MIAMI-DADE COUNTY FL GO
174032659				4.00, 07/01/2042
Pledged (CFAR)	As of 04/15/2021		1,000,000.00	CITY OF FARGO
820123UM7	05/10/2018			SHARYLAND TX IND SCH DIST GO
174024218				4.50, 02/15/2031
Pledged (CFAR)	As of 02/11/2020		500,000.00	CITY OF FARGO
864165BS3	11/21/2016			STUTSMAN CNTY ND REF & IMP GO
175006917				3.75, 10/01/2033
Pledged (CFAR)	As of 09/30/2020		395,000.00	CITY OF FARGO
942170KW0	12/15/2017			WATERTOWN SD SCH DIST GO
174023080				4.00, 08/01/2028
Pledged (CFAR)	As of 11/09/2021		960,000.00	CITY OF FARGO
97705MWN1	01/31/2022			WISCONSIN ST GO
174038734				4.00, 05/01/2039
Pledged (CFAR)	As of 02/17/2022		2,000,000.00	CITY OF FARGO

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



Pledged Custody Holdings for Currency USD

As of 06/20/2022
Page 2

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
Pledged USD Par			8,227,496.77	
Pledged USD Orig Face			19,195,000.00	

*COLLATERAL SUBSTITUTED
610100VV8 4600,000 10/1/2023



You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 06/30/22

000892 XBGSCD51
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/22

The collateral segregated on your behalf on 06/30/22 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
36179W5E4	GNMA G2SF 4.000% 05/20/52	1,877,225.00	1,866,882.98
36179XAA4	GNMA G2SF 4.500% 06/20/52	16,251.00	16,558.06
TOTAL MKT VALUE			1,883,441.05



BNY MELLON

BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.



Issue Date: May 2, 2022

LOC No.: 567294

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Tuesday, November 01, 2022.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Wishart", written over a horizontal line.

Lisa Wishart
Vice President

A handwritten signature in cursive script, appearing to read "Sharon Sanders", written over a horizontal line.

Sharon Sanders
Assistant Vice President

c: Patricia Finnemore
U.S. Bank National Association

⑤

REPORT OF ACTION**FINANCE COMMITTEE**

Project: Retrofitting Existing Open Office Space into Multimedia Space for Citywide Communications Usage (RFP18023)

Location: Second Floor of Fargo Police Department Headquarters

Date of Hearing: May 31, 2022

<u>Routing</u>	<u>Date</u>
City Commission	July 11, 2022

As our residents place an increased reliance on non-traditional/social media, the importance of organizations to create and amplify their own content continues to grow exponentially. As has been discussed for at least the last five years, The City of Fargo lacks a centralized location to routinely conduct audio/video shoots and interviews with staff for promotional videos, recruitment efforts and public safety messaging. A centralized location with applicable lighting, acoustics and sound recording is vitally important in creating impactful messaging. Makeshift "best effort" recording (as well as renting studio space on an ad hoc basis) is currently being utilized to foster Communications efforts.

Several City departments have requested assistance from Communications & Governmental Affairs (CommsGA) in creating high quality multimedia content (especially interviews) and the addition of this asset into the City at this time would be appropriate and utilized daily. It would also improve productivity as it would increase the amount of videos the CommsGA Team can produce each day by centralizing efforts and streamlining processes. This asset would also allow features of current employees and new job opportunities to be efficiently produced to aid in recruitment efforts via web and social media.

The proposed concept would consist of a multimedia space containing two different multimedia spaces (one for video shoots and one for podcasts/audio interviews) in addition to two shared use offices. It would feature customizable light fixtures (which could easily be tweaked by staff to accommodate the various scenes), changeable backdrops, microphones, etc.

The most financially economic approach would be a location of this asset within existing under-utilized (unused), easily-accessible open office space on the second floor of the Fargo Police Department Headquarters. Sufficient open space exists with existing electrical and data, suitable acoustics, a lack of windows and an ideal central location within the geographic footprint of the City. The space will be designed to be utilized by staff members from across the entire organization, generating additional cross-departmental communication opportunities.

The project would involve the transfer of the current unused cubicles into storage for potential future usage and the installation of the same style of modular wall structures used in the City Commission and CommsGA offices. This would ensure the space has maximum convertibility in the future if needs change/evolve. Additionally, the existing floor jacks and information technology (IT) infrastructure will be utilized within this proposed solution.

The estimated cost of this project is \$291,500, which would include the labor, equipment, furnishings and fixtures for fit-up (including a 10% contingency). There have been on-going discussions with City Administration on the scope of the project and the appropriate time/avenue for a funding request

Commissioner Dave Piepkorn voiced his support for the project but desired a different facility for the shared asset to be situated.

City Facilities Director Bekki Majerus shared that she has conducted a thorough review of other possible locations (and discussed with other department heads) and there is insufficient/unavailable space in existing City facilities to accommodate this project.

On a motion by City Auditor Steve Sprague, seconded by City Administrator Bruce Grubb, the Finance Committee voted to approve the retrofitting of existing open space within the Fargo Police Department Headquarters into a multimedia space for Citywide communications usage.

COMMITTEE:	Present	Yes	No	Unanimous
Dr. Tim Mahoney, Mayor		X		
Dave Piepkorn, City Commissioner			X	
Bruce Grubb, City Administrator		X		
Mike Redlinger, Assistant City Administrator		X		
Kent Costin, Director of Finance		X		
Steve Sprague, City Auditor		X		

Thalweg

Dr. Tim Mahoney, Finance Committee Chair



PO Box 2002
 Fargo ND, 58107
 www.smartt-ic.net
 800-231-1669

QUOTE

Pricing Details

#	Description	Vendor	Taxable	Tax Rate	Price
1	DIRTT Solution per ICE file City of Fargo PD HQ Comm Dept 21JUN22bs	DIRTT Environmental Solutions	No	0.0000	84,169.00
2	DIRTT Power Solution per ICE file City of Fargo PD HQ Comm Dept 21JUN22bs	DIRTT Environmental Solutions	No	0.0000	9,249.00
3	DIRTT Freight	DIRTT Environmental Solutions	No	0.0000	13,500.00
4	Delivery and Install	Grafstrom Construction Warehouse	No	0.0000	11,900.00
6	COM HARDWARE	Central Door and Hardware	No	0.0000	1,180.00
8	LESS 1% Discount from Contract		No	0.0000	-1,199.00

Subtotal (\$): 118,799.00
Total Tax Amount (\$): 0.00
Total Amount (\$): 118,799.00

Terms and Conditions

Terms and Conditions

1. Field dimension or hold to dimensions for ceiling & wall terminations will be required prior to ordering product
2. Changes after ordering may result in a price increase or delay of product delivery.
3. A 50% deposit will be required.
4. Project management support, coordination with other trades & shop drawings are included for our scope of work.
5. All ceiling grid, finish flooring, vinyl bases & wall finishes should be 100% complete prior to our DIRTT installation.
6. COM fabrics require testing & approval prior to product manufacturing.
7. Any COM products must be tested, samples provided & DIRTT approved prior to manufacturing.
8. All installation labor will be provided by certified DIRTT installation crews and performed during normal business hours, 8 am - 5 pm unless otherwise specified.
9. Labor costs will be adjusted & submitted for reimbursement if overtime, weekend, holiday & additional labor shifts are required.
10. Delivery will be completed during normal business hours 8 am - 5 pm unless otherwise specified. Delivery will be direct to



PO Box 2002
Fargo ND, 58107
www.smartt-ic.net
800-231-1669

QUOTE

site for continuous installation.

11. Any special phasing requests may change freight & installation costs.
12. Project site access should be able to accommodate a 53' tractor trailer delivery via loading dock.
13. If a loading dock is not available additional costs for street off-loading via forklift / lull may be required.
14. A dedicated freight sized elevator is required for multi-level installations. Additional costs incurred for a site without an elevator will be adjusted & submitted for reimbursement.
15. Elevator height, depth, & width must accommodate the tallest length & widest width of wall designed for this project.
16. Cleanup of debris, waste & packaging for our work is included.
17. All permits, if required, are by others. Responsibility of inspections & local building code compliance of DIRT solutions are by others.
18. Any associated costs with site-specific engineering stamp or review is not included in pricing
19. Keying doors alike or to a master is not included in this quote unless noted. DIRT doors will come with cores that will need to be removed and replaced after the DIRT installation.
19. **This quote is only valid for 30 days.**

Exclusions

Exclusions:

- Electrical connection to base building
- HVAC, plumbing and data cabling
- Light switches do not include faceplates or wiring
- LED TV is to be provided by others
- Bond
- Cylinders and keying to be provided by others
- After hours and weekend installation
- Custom graphic file is to be provided by architect

SIGNATURE BLOCK	
Signature: _____	Date: _____



June 28, 2022

To: Board of City Commissioners
Fr: Dr. Terry Hogan, Director of Diversity, Equity, & Inclusion
Re: Approve Funding for Great Plains Food Bank/Fargo's New American Food Program

Background: The City of Fargo desires to partner with Great Plains Food Bank and Fargo's New Americans Foreign Born and Immigrant Communities. This is to implement a 6-month pilot program to distribute culturally appropriate food to, and within, Fargo's New American, Foreign Born, and Immigrant population. The pandemic has put a spotlight on hunger and food insecurity issues. While the federal government responded with short-term, stop-gap, nutritional programs, when these programs are discontinued, the food needs of our neighbors do not. Now, we must collaborate in new and innovative ways to ensure our neighbors have the nutrition they need to thrive.

Funding Request: Great Plains Food Bank and Fargo's New Americans Foreign Born and Immigrant Communities is requesting a one-time investment from the City of Fargo of \$20,000/month for 6 months; for a grand total of \$120,000. The entirety of the City funds will be used to purchase culturally appropriate foods and will not be used for staffing, transportation, or logistical costs. On June 27, 2022, the Finance Committee received a presentation from Melissa Sobolik, CEO of the Great Plains Food Bank, on the proposal and unanimously recommended approval.

Funding Source: It is proposed that the City of Fargo's Public Safety Care Funding Allocation be utilized to fund this one-time expense of \$20,000/month for 6 months; for a grand total of \$120,000. Funds will be utilized to purchase culturally appropriate foods and will not be used for staffing, transportation, or logistical costs. Those operational costs will be contributed in-kind by the Great Plains Food Bank.

Suggested Motion: Upon the unanimous recommendation of the Finance Committee, approve the one-time request of \$20,000/month for 6 months; for a grand total of \$120,000 toward accomplishing the pilot program. These funds will come from the City of Fargo's Public Safety Care Funding Allocation.

Attachment: Great Plains Food Bank and Fargo's New Americans Foreign Born and Immigrant Communities Program Overview & Request.

June 20, 2022

Mayor Tim Mahoney
City of Fargo
225 4th ST N
Fargo, ND 58102



Mayor Mahoney,

It is with great excitement that I present a proposal on behalf of the Great Plains Food Bank to implement a 6-month pilot program to distribute culturally appropriate and medically tailored food to and with Fargo's under-served populations.

The pandemic has put a spotlight on hunger and food insecurity. While the federal government responded with short-term, stop-gap, nutritional programs, but as those programs discontinue, the food needs of our neighbors do not. Now, we must collaborate in new and innovative ways to ensure our neighbors have the nutrition they need to thrive.

Per our previous meeting, we are proposing a plan to conduct bi-weekly, pop-up, mobile food pantries in key areas of Fargo to meet the specific food needs of our neighbors. This partnership between the City of Fargo and the Great Plains Food Bank would allow us to:

- Purchase culturally/medically appropriate and requested foods from local/regional vendors;
- Supplement those foods with other donated and/or purchased product (ie, fresh produce) through the Great Plains Food Bank supplies and inventory;
- Distribute well-balanced food boxes to hundreds of under-served families/individuals; and
- Bring the right foods to people at a place that is safe, inclusive and meaningful to them.

In order to accomplish this pilot, we are requesting an investment from the City of Fargo of \$20,000/month for 6 months; for a grand total of \$120,000. The entirety of the City funds will be used to purchase culturally/medically appropriate foods and will not be used for staffing, transportation or logistic costs. Those operational costs will be contributed in-kind by the Great Plains Food Bank.

Attached you will find additional details on the pilot project. We are still designing the program and look forward to providing you and your colleagues more detail and information as we progress.

Together, we can respond to the needs of our neighbors and alleviate their concerns around food and feeding themselves and their families. Should you have any questions, please do not hesitate to reach out. I look forward to partnering with you on this important project.

Best,

A handwritten signature in blue ink, appearing to read "Melissa", is written over a light blue horizontal line.

Melissa Sobolik
CEO

FARGO

1720 3rd Ave. N.
Fargo, ND 58102
(701) 232-6219

BISMARCK

1315 S. 20th St.
Bismarck, ND 58504
(701) 751-6188

MEMBER OF
**FEEDING
AMERICA**

GreatPlainsFoodBank.org



Program Proposal

June 20, 2022



Pop-Up Food Distribution Pilot

6 month pilot project

Objective:

In partnership with the City of Fargo and Community Champions, the Great Plains Food Bank will source and distribute culturally/medically appropriate food to Fargo's under-served population through bi-weekly pop-up, mobile food pantry distributions.

Communities/Populations Served:

We expect to serve many of Fargo's under-served populations, including seniors, new Americans, and individuals with disabilities.

Upon initial conversations with key community partners, we expect to reach between 400-600 households each month.

- Months 1-3: 400 Households (100 per site x 4 sites per month)
- Months 4-6: 600 Households (150 per site x 4 sites per month)

In the 1st three months, GPFB plans to have staff on-site at each distribution to assist and train the community leaders and champions on the logistics of the distribution, and turn the distribution over to them as soon as they are comfortable and ready. We understand how important it is for each community to have ownership of the program and manage it in a way that is respectful and responsive to their unique needs.

Locations:

Pop-up, mobile food pantry distributions will take place bi-weekly at (at least) 4 rotating, unique community locations serving the populations listed above within Fargo city limits. Locations will be determined in partnership with the community leaders and champions of each group.

Timeframe:

The pilot will start in July 2022 and conclude on December 31, 2022. Throughout the project, regular communication will be provided to the key partners to evaluate success, scalability and potential continuation of the project.

Personalized Foods:

Based on food assessments completed across Cass and Clay Counties, we learned that many food-insecure neighbors have specific food needs to meet their cultural and/or religious beliefs or medically tailored diets.

These are the top requested cultural food items:

- Halal Certified Meats: Chicken, Beef, Fish, Lamb, Calf and Goat (fresh not frozen)
- Gluten free flour
- Dried spices
- Dried beans
- Grains: bulgur, brown rice, couscous
- Pasta: macaroni and spaghetti
- Frozen vegetables (avocado, asparagus, turnips)
- Fresh or dried figs
- Fufu: Goya White Corn Meal Masarepa
- Fresh produce:
 - Preferably organic, spinach, mangoes, pineapple, papaya, bananas, tomatoes, onions, potatoes

These are the top requested medically appropriate food items:

- Fresh produce
- Whole wheat pasta, rice, grains
- Low sodium canned vegetables
- Low sugar canned fruit
- Sugar free juices
- Lean protein (fish, chicken, beef)
- Gluten free products (flour, pasta, etc.)

Local Food Vendors:

Fargo is home to several local markets specializing in ethnic foods, food allergies, and/or nutritionally appropriate foods. We plan to utilize funding to purchase local foods whenever possible and from local retailers.

In Kind Services:

The GPFB plans to cover the costs of the following items toward the success of this pilot:

- Transportation costs. All costs related to picking up purchased food and distributing food boxes.
- Staffing costs. All staff time for designing, planning and implementing the pilot project will be covered by GPFB from other funding sources.
- Supplemental foods. Every effort will be made to supplement the targeted foods with other donated or purchased items to create a well-balanced food box.
- Written translation services. The translation of intake forms and posters from English to the community's primary language will be covered by GPFB.

Evaluation:

The GPFB plans to document the learnings of this project and share with the key partners, including the City of Fargo. In addition, we will be able to provide the total number of households and person served, the number of meals distributed and the receipts of all food

purchases. We also plan to create a continuity, sustainability plan to continue this important work beyond the 6 months, including an outline of potential costs and additional partners.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UN-21-A2

Type: Amendment #1

Location: 50th Ave N

Date of Hearing: 7/5/2022

RoutingDate

City Commission

7/11/2022

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Amendment #1 in the amount of \$8,500.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$8,500.00, bringing the total contract amount to \$23,250.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$8,500.00, bringing the total contract amount to \$23,250.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Funds & Special Assessments

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, Temporary City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Terri Gayhart, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineering II Storm Sewer & Floodplain

Date: June 28, 2022

Re: Project #UN-21-A2 50th Avenue North Storm Sewer Master Plan
Task Order No. 13 – Amendment #1

Fargo is currently under contract with Houston Engineering to study storm water management for the developing commercial and industrial areas east of I29, west of Drain 10, north of 40th Avenue North to the south edge of the north side softball complex. The initial scope of work was intended to evaluate current storm water flows and plan for the increase in storm water resulting from this area developing. During the study phase of this contract, Fargo has received more detailed master plans of two pending large developments. The initial contract was for \$14,750.00. Fargo has asked Houston to expand their scope to evaluate the impact to the study of current detailed plans to develop land from 46th Avenue North to 52nd Avenue North and CR 81 to Drain 10. The cost for the expansion of the study is \$8,500.00.

Fargo Engineering recommends approval of these changes. Actual engineering will be invoiced on an hourly basis. Funding for this project will come from the Engineering budget.

Recommended Motion:

Approve Contract Amendment #1 in the amount of \$8,500.00, bringing the total contract amount to \$23,250.00.

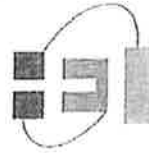
Attachment

Fargo Corporate Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 1

Project: City of Fargo Project No. UN-21-A2
50th Avenue North Storm Sewer Master Plan
HE Project No. 6059-0195

Client: City of Fargo Engineering
225 4th St N
Fargo, ND 58102
Phone (701) 241-1545

**Location
of Project:** City of Fargo, Cass County, North Dakota

**Description
of Work:** This contract amendment addresses additional services provided to capture changes to future development plans impacting the master planning effort.

Basis of Proposal

This amendment only covers the services as described above. Specifically, the amendment includes additional tasks due to future development plans. Services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs as described in the previous paragraph, with additional amendments required for additional work outside of these extents.

Fee: The total fee to complete the above-described tasks is **\$8,500**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Bismarck 701.323.0200 701.323.0300

Minot 701.852.7931 701.858.5655

Maple Grove 763.493.4522 763.493.5572

Thief River Falls 218.681.2951 218.681.2987



HoustonEngineering Inc.

Page 2

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____
KL23V600060194009_0101VPS Contract Amendment #1 (JL) 21 A2 10th Avenue 110th Street SE and 1st St - CA1.docxProposal: Houston Engineering, Inc.Signature:  _____Title: Project ManagerDate: 6/27/2022

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-22-B1

Type: Change Order #1

Location: Citywide

Date of Hearing: 7/5/2022

RoutingDate

City Commission

7/11/2022

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Change Order #1 in the amount of \$37,227.50 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$37,227.50, bringing the total contract amount to \$599,553.50.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$37,227.50, bringing the total contract amount to \$599,553.50 to Master Construction.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, Temporary City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Terri Gayhart, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Inspector
Date: June 27, 2022
Re: Project No. SR-22-B1 – Change Order #1
Sidewalk & Shared Use Path Rehab/Reconstruction

Background:

Project No. SR-22-B1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This is for additional sidewalk work regarding complaints that have been added to the original contract.

The attached Change Order in the amount of \$37,227.50, which increases the total contract amount to \$599,553.50 is for additional work as shown on Change Order #1. A description of the additional work can be seen on the attached Change Order.

This Project is funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order #1 to Master Construction in the amount of \$37,227.50.

BGB/klb
Attachment

C: Tom Knakmuhs
Kristy Schmidt



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-B1
VARIOUS AREAS CITY WIDE

Change Order No 1 Change Order Date 6/21/2022
 Contractor Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 1

Change order regarding Storm Sewer Pipe along 36th St S at BNSF right of way.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
City Cost	11	Remove Curb & Gutter	LF	504		504	-504	0	\$10.00	-\$5,040.00
								City Cost Sub Total		-\$5,040.00
Change Order 1	34	F&I Inlet - Round (RDI) Reinf Conc	EA	0		0	1	1	\$5,200.00	\$5,200.00
	35	F&I Pipe 12" Dia Corr Steel	LF	0		0	15	15	\$60.00	\$900.00
	36	F&I Pipe 12" Dia PVC	LF	0		0	57	57	\$65.00	\$3,705.00
	37	Boulevard Grading	SY	0		0	330	330	\$9.25	\$3,052.50
	38	Rem & Repl Curb & Gutter	LF	0		0	50	50	\$85.00	\$4,250.00
	39	Rem & Repl Curb & Gutter	LF	0		0	296	296	\$85.00	\$25,160.00
								Change Order 1 Sub Total		\$42,267.50

Summary

Source Of Funding
 Net Amount Change Order # 1 (\$)
 Previous Change Orders (\$)
 Original Contract Amount (\$)
 Total Contract Amount (\$)

Assessment/Sales Tax Infrastructure
 \$37,227.50
 \$0.00
 \$562,326.00
 \$599,553.50

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

APPROVED
 For Contractor
 Title

6/27/22

 Controller

APPROVED DATE
 Department Head
 Mayor
 Attest

7-11-2022


REPORT OF ACTION

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-22-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 7/5/2022

RoutingDate

City Commission

7/11/2022

PWPEC File

X

Project File

Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #1 in the amount of \$38,424.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$38,424.00, bringing the total contract amount to \$573,934.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Northstar Safety.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$38,424.00, bringing the total contract amount to \$573,934.00 to Northstar Safety.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, Temporary City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Terri Gayhart, Finance Director

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Manager Traffic
Date: June 28, 2022
Re: Project No. TM-22-A1– Change Order #1
Pavement Markings

Background:

Project No. TM-22-A1 is a Citywide pavement marking project.

Northstar Safety is the Prime Contractor on this project.

The attached Change Order #1, in the amount of \$38,424.00, which increases the total contract amount to \$573,934.00, is for additional work as shown on Change Order #1. A full description of the additional work can be seen on the attached Change Order.

Recommended Motion:

Approve Change Order #1 in the amount of \$38,424.00 to Northstar Safety.

JDM/klb

Attachment

CHANGE ORDER REPORT
PAVEMENT MARKINGS
PROJECT NO. TM-22-A1
VARIOUS LOCATIONS CITY WIDE

Change Order No 1 **Change Order Date** 6/8/2022
Contractor Northstar Safety Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 1

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	48	Obliterate Pavement Markings	SF	0	0	0	190	190	\$5.00	\$950.00
	49	F&I Contrast Tape Messages	SF	0	0	0	32	32	\$40.00	\$1,280.00
	50	F&I Grooved Plastic Film 16" Wide	LF	0	0	0	98	98	\$25.00	\$2,450.00
	51	F&I Grooved Plastic Film 16" Wide	LF	0	0	0	90	90	\$25.00	\$2,250.00
	52	F&I Grooved Plastic Film 24" Wide	LF	0	0	0	270	270	\$37.00	\$9,990.00
	53	F&I Grooved Contrast Film 7" Wide	LF	0	0	0	840	840	\$12.00	\$10,080.00
	54	F&I Grooved Contrast Film 7" Wide	LF	0	0	0	802	802	\$12.00	\$9,624.00
	56	F&I Grooved Contrast Film 11" Wide	LF	0	0	0	100	100	\$18.00	\$1,800.00
Change Order 1 Sub Total										\$38,424.00

Summary

Source Of Funding

Infrastructure Sales Tax Funds

Net Amount Change Order # 1 (\$)

\$38,424.00

Previous Change Orders (\$)

\$0.00

Original Contract Amount (\$)

\$535,510.00

Total Contract Amount (\$)


\$573,934.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

APPROVED

For Contractor

Title


VICE PRESIDENT

APPROVED DATE

7-11-2022

Department Head



Mayor

Attest

(10)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F1

Type: Change Order #4

Location: Oak Grove

Date of Hearing: 7/5/2022

RoutingDate

City Commission

7/11/2022

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Change Order #4 in the amount of \$58,460.16 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$58,460.16, bringing the total contract amount to \$6,693,612.80.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 to Meyer Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$58,460.16, bringing the total contract amount to \$6,693,612.80 to Meyer Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, Temporary City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

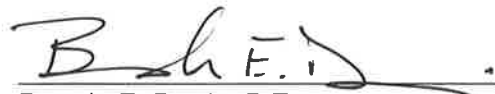
Brenda Derrig, City Engineer

☒☒☐

Terri Gayhart, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Cc: Nathan Boerboom, Division Engineer
Date: July 5, 2022
Re: Project No. FM-19-F1 – Change Order #4

Background:

Project No. FM-19-F1 is for the installation of an earthen levee, concrete floodwalls, sheet pile floodwall and a storm sewer gateway in the Oak Grove neighborhood.

Attached you will find correspondence from Houston Engineering regarding extra items that were encountered during construction. Two items will be removed from the contract.

Change orders 1-3 were modifications to the contract completion dates with \$0 added to the contract.

Recommended Motion:

Approve the extra items and deductions from the contract. This will be a total increase of \$58,460.16 to the contract bringing the total to \$6,693,612.80.



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No	FM-19-F1	Change Order No	4
Project Name	Oak Grove Flood Risk Management Project		
Date Entered	11/30/2021	For	Meyer Contracting, Inc.

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order Items

Change Order Items:

- 1" Water Service for Oak Grove Park: \$11,770
- Silt Fence: \$2,214
- Additional Traffic Control: \$1,853.50
- Additional Electrical for Oak Grove Field: \$2,200
- Joint Sealant on Floodwall: \$12,270
- Additional Signage: \$825
- Gateway Meter Relocation: \$1,812.70
- Force Account Work
- Sanitary Sewer Replacement: \$3,453.20
- Sheetpile Obstructions: \$5,059.37
- Standby time: \$794.04
- STS Realignment: \$8,161.75
- Rubble disposal: \$14,957.20
- Deduct Items:
- Remove yard hydrant: (\$4,728.60)
- Remove Landscaping: (\$2,182)

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	5	Rem & Repl Landscaping	LS	1.00	0.00	1.00	-1.00	0.00	2,182.00 ✓	-2,182.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Miscellaneous	118	* Additional Traffic Control: In order to complete the storm sewer installation along North Terrace, the existing bike path needed to be closed. After discussing the closure with the Park District and the City's traffic engineer, it was determined that a detour would be needed due to the amount of traffic on the path. The contractor installed additional barricades and signage that was not included in the original bid for traffic control. The cost of this additional traffic control was \$1,853.50.	LS	0.00	0.00	1.00	1.853.50 ✓	1,853.50
Miscellaneous Sub Total (\$)								
	38	F&I Yard Hydrant	EA	1.00	0.00	1.00	4,728.60 ✓	-328.50
Watermain	116	* 1" Water Service for Oak Grove Park: The Oak Grove Park had an in-ground water line connection by the main park shelter. The bid documents called for this connection to be removed and replaced with a yard hydrant. During construction, the Park District requested that the connection be placed by the northern park shelter and placed in-ground. The plans were changed to eliminate the yard hydrant and replace it with a meter pit and in-ground hose bib connection. The cost for the materials and labor is \$11,770. The F&I Yard Hydrant bid item will be removed from the contract and replaced with this change order item.	LS	0.00	0.00	1.00	11,770.00 ✓	-4,728.60
Watermain Sub Total (\$)								
								11,770.00
								7,041.40



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Flood Mitigation	117	* Silt Fence Installation: The bid documents did not include a silt fence bid item as it was anticipated that there was sufficient buffer between the construction limits and the river. After stripping and tree removals were completed, there were areas along the project that did not have sufficient vegetation to adequately buffer potential runoff from the river. The contractor installed silt fence in these areas to remain in compliance with the storm water permit requirements. 600 lineal feet of silt fence was installed at \$3.69/LF for a total of \$2,214.	LS	0.00	0.00	0.00	1.00	1.00	2,214.00 ✓	2,214.00
	119	* Additional Electrical: Record drawings for the electric feed to the Oak Grove football field indicated that the lines were in conduit. The construction documents assumed that the existing conductors could be salvaged from the conduit and reused. During construction it was discovered that the conductors were direct buried and could not be salvaged. Additional conductors and conduit needed to be installed to complete the work outline in the construction documents. The contractor is requesting \$2,200 to cover the cost of is work.	LS	0.00	0.00	0.00	1.00	1.00	2,200.00 ✓	2,200.00
	120	* Additional Joint Sealant at Floodwall: The bid documents included details for sealing the joints and caps for the cast in place portion of the floodwall. These details were intended to be used for the precast concrete panels and caps that were installed on the sheetpile floodwall section also. The contractor is claiming that they did not include sealing the joints in the precast panels and caps in their bid as they were not specifically called out on the plans. They are requesting \$12,270 to cover the cost of this additional work.	LS	0.00	0.00	0.00	1.00	1.00	12,270.00 ✓	12,270.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

121	Flood Mitigation	LS	0.00	0.00	0.00	1.00	1.00	825.00 ✓	825.00
<p>* Private Property Signage: The property owner at 73 South Terrace N requested that signage be installed on and adjacent to the levee at his property to keep people from walking on his property. 5 signs were installed at the homeowner's request. The contractor is requesting \$825 to cover the cost of these additional signs.</p>									
124		LS	0.00	0.00	0.00	1.00	1.00	5,059.37 ✓	5,059.37
<p>* Sheetpile Obstructions: While installing the steel sheetpile portion of the floodwall along North Terrace, the contractor encountered various obstructions that required them to excavate and remove debris prior to continuing installation of the sheetpiling. This debris was buried portions of previously demolished houses along North Terrace. This work was completed as a force account and the total cost was \$5,059.37.</p>									
127		LS	0.00	0.00	0.00	1.00	1.00	14,957.20 ✓	14,957.20
<p>* Rubble Load Out: During construction of the levee along South Terrace and the slope unloading along North Terrace, the contractor encounter multiple locations with buried debris left over from previous house demos. This material had to be loaded and hauled to the landfill for disposal. This work was completed as a force account and the total cost was \$14,957.20.</p>									
								Flood Mitigation Sub Total (\$)	37,525.57



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Storm Sewer	122	LS	0.00	0.00	0.00	1.00	1,812.70 ✓	1,812.70
<p>* Gatewell Meter Relocation: The contractor installed the meter for the electrical service to the gatewell on a power pole on the wet side of the levee. The meter is at risk of flooding and needs to be relocated. The plans did not show a final location for the meter as the location was to be determined in the field. The cost to relocate the meter is \$3,625.39. The contractor is requesting additional payment for 50% of the work or \$1,812.70 to cover a portion of the cost of this relocation work.</p>								
	125	LS	0.00	0.00	0.00	1.00	794.04 ✓	794.04
<p>* ST 1.1 Standby Time: During installation of the storm inlet ST 1.1, it was determined that the existing storm line at the tie in point in South Terrace was a 10" PVC and not a 12" RCP as indicated on the plans. The contractor had to get different materials to make the connection to the 10" PVC. While acquiring these different materials, their underground crew incurred downtime. This work was completed as a force account and the total cost was \$794.04.</p>								
	126	LS	0.00	0.00	0.00	1.00	8,161.75 ✓	8,161.75
<p>* ST 5.4 to ST 5.8 Realignment: During installation of the storm sewer between ST 5.4 and ST 5.8 along the north side of the school, it was discovered that portions of the building foundation extended north beyond the building. This was unknown during design and required that stretch of storm sewer to be realigned to miss the building foundation. A stretch of the already installed storm sewer had to be dug up and realigned as well. This work was completed as a force account and the total cost was \$8,161.75.</p>								
Storm Sewer Sub Total (\$)								10,768.49



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Sanitary Sewer	123	LS	0.00	0.00	0.00	1.00	1.00	3,453.20	3,453.20
* Additional Sanitary Sewer Replacement: After televising the sanitary sewer installed in South Terrace N, it was determined that additional section of the existing sanitary sewer to the west of new sanitary manhole SS-1 was cracked and needed to be replaced. This work was completed as a force account and the total cost was \$3,453.20.									
* NC Items									
Sanitary Sewer Sub Total (\$)									3,453.20
Grand Total (\$)									58,460.16

Summary

Source Of Funding

Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 4 (\$)

58,460.16

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

6,635,152.64

Total Contract Amount (\$)

6,693,612.80

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date

11/01/2021

Current Final Completion Date

11/01/2021

Additional Days Substantial Completion

0.00

Additional Days Final Completion

0.00

New Substantial Completion Date

11/01/2021

New Final Completion Date

11/01/2021

Description

APPROVED

6/29/22

7-11-2022

APPROVED DATE

For Contractor

Meyer Contracting
Project Manager

Department Head

B. E. D.

Title

Mayor

Attest

1" WATER SERVICE REVISED



Meyer Contracting, Inc

11000 93rd Ave North

Minneapolis, MN 55369

Contact:

Phone:

Fax: 763.391.5960

Quote To: Houston Engineering
Attn: Mike Love
Email: mlove@houstoneng.com
Phone: 701.499.2062

Job Name: Oak Grove FM
Date: 11/11/21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	1" SERVICE AND APPURTENANCES	200.00	LF	58.85	11,770.00
GRAND TOTAL					\$11,770.00

NOTES:

- » Quote Per the attached drawing.
- » Assumes product is in stock and available for delivery and that the current crew onsite can accomplish the work. If the material is not available and remobilization of an utility crew is needed a revised quote will be required.
- » Assumes no additional pot holing of existing utilities required
- » Meter by others.

Cost Report

Meyer Contracting, Inc.

69

Eric Wilaby

Page 1 of 4

211163COR07

FM-19-OAK GROVE COR06

11/11/2021 1:54 PM

Biditem

10

1" SERVICE AND APPURTENANCES

Takeoff Qty: 200.000 LF

Bid Qty: 200.000 LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	18.46	12.29	30.75	7.11	15.16	0.00	0.00	0.00	53.02
Total	3,691.17	2,458.40	6,149.57	1,422.80	3,031.94	0.00	0.00	0.00	10,604.31
	Manhours	Unit/MH	MH/Unit		\$/MH	Base Labor/MH	Total Labor/MH		Unit/CH
	75.8800	2.6357	0.3794		139.7511	48.6448	81.0434		12.9515

Activity:	231010	1" SADDLE				Quantity:	1	Unit:	EA
	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	592.28	390.88	983.16	242.00	168.48	0.00	0.00	0.00	1,393.64
Total	592.28	390.88	983.16	242.00	168.48	0.00	0.00	0.00	1,393.64
	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit		\$/Shift
	1,225.1600	2.0000	0.5000	612.5800	0.2000	5.0000	0.2000		6,968.2000
	Manhours		Unit/MH		MH/Unit		Total Labor/MH		Base Labor/Unit
	12.0000		0.0833		12.0000		81.9300		592.2800

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTWS Utility - Water Service Prod: HU 2 Eff: 100.00 Crew Hrs: 2.00 Labor Pcs: 6.00 Equipment Pcs: 4.50

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2PCOP6.OE	6" x 1"IP Service Saddle	1.00	1.00	EA	155.96	108.03	168.48	168.48
8BM307	308E Cat excavator	1.00	2.00	HR	39.00	100.00	39.00	78.00
8C51	54" sheepsfoot compactor	0.50	1.00	HR	44.00	100.00	44.00	44.00
8LT279	279D track skid loader	1.00	2.00	HR	35.00	100.00	35.00	70.00
8TUPF	Pickup truck w/foreman	1.00	2.00	HR	19.00	100.00	19.00	38.00
8UTB16	Trench box 12' to 20'	1.00	2.00	HR	6.00	100.00	6.00	12.00
FORE	Supervisory - Foreman	1.00	2.00	MH	50.25	116.67	95.06	190.11
LB	Laborer - Bottom Man	2.00	4.00	MH	39.55	116.67	76.29	305.17
LPL	Laborer - Pipe Layer	1.00	2.00	MH	41.55	116.67	79.17	158.34
OB	Operator - Backhoe	1.00	2.00	MH	42.89	116.67	84.44	168.88
OLC	Operator - Loader	1.00	2.00	MH	40.04	116.67	80.33	160.66
OR	Operator - Compactor	0.00	0.00	MH	37.00	116.67	0.00	0.00

Activity:	231022	1" CURB STOP AND BOX				Quantity:	1	Unit:	EA
	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	678.62	456.43	1,135.05	286.00	259.78	0.00	0.00	0.00	1,680.83
Total	678.62	456.43	1,135.05	286.00	259.78	0.00	0.00	0.00	1,680.83
	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit		\$/Shift
	1,421.0500	2.0000	0.5000	710.5250	0.2000	5.0000	0.2000		8,404.1500
	Manhours		Unit/MH		MH/Unit		Total Labor/MH		Base Labor/Unit
	14.0000		0.0714		14.0000		81.0750		678.6200

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTWS Utility - Water Service Prod: HU 2 Eff: 100.00 Crew Hrs: 2.00 Labor Pcs: 7.00 Equipment Pcs: 5.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2PCOP1.0J	1" Flare Curb Stop	1.00	1.00	EA	224.79	108.03	242.84	242.84
2PDIPL1	2" - 6" Polywrap	1.00	10.00	LF	0.41	108.03	0.44	4.43
2RMHRB33	Hydrant Blocks	1.00	1.00	EA	11.58	108.03	12.51	12.51

8BM307	308E Cat excavator	1.00	2.00	HR	39.00	100.00	39.00	78.00
8C51	54" sheepsfoot compactor	1.00	2.00	HR	44.00	100.00	44.00	88.00
8LT279	279D track skid loader	1.00	2.00	HR	35.00	100.00	35.00	70.00
8TUPF	Pickup truck w/foreman	1.00	2.00	HR	19.00	100.00	19.00	38.00
8UTB16	Trench box 12' to 20'	1.00	2.00	HR	6.00	100.00	6.00	12.00
FORE	Supervisory - Foreman	1.00	2.00	MH	50.25	116.67	95.06	190.11
LB	Laborer - Bottom Man	2.00	4.00	MH	39.55	116.67	76.29	305.17
LPL	Laborer - Pipe Layer	1.00	2.00	MH	41.55	116.67	79.17	158.34
OB	Operator - Backhoe	1.00	2.00	MH	42.89	116.67	84.44	168.88
OLC	Operator - Loader	1.00	2.00	MH	40.04	116.67	80.33	160.66
OR	Operator - Compactor	1.00	2.00	MH	37.00	116.67	75.95	151.89

Activity:	232070	1" PEX LINE - TRENCHED				Quantity:	200	Unit:	LF
	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	4.41	2.92	7.33	1.45	2.79	0.00	0.00	0.00	11.57
Total	881.43	584.64	1,466.07	289.70	557.72	0.00	0.00	0.00	2,313.49
	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift	
	8.7789	0.0150	66.6667	585.2567	0.3000	666.6667	0.0015	7,711.6333	
	Manhours		Unit/MH		MH/Unit		Total Labor/MH		Base Labor/Unit
	18.0000		11.1111		0.0900		81.4483		4.4072

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTWS Utility - Water Service Prod: UH 66.6667 Eff: 100.00 Crew Hrs: 3.00 Labor Pcs: 6.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2PFP1.CTS	1" CTS PE Tubing - 200psi	1.00	200.00	LF	2.58	108.03	2.79	557.72
8LT279	279D track skid loader	1.00	3.00	HR	35.00	100.00	35.00	105.00
8TUPF	Pickup truck w/foreman	1.00	3.00	HR	19.00	100.00	19.00	57.00
8UTRENCH	Trencher - Vermeer	1.00	3.00	HR	42.57	100.00	42.57	127.70
FORE	Supervisory - Foreman	1.00	3.00	MH	50.25	116.67	95.05	285.16
LB	Laborer - Bottom Man	2.00	6.00	MH	39.55	116.67	76.29	457.76
LPL	Laborer - Pipe Layer	1.00	3.00	MH	41.55	116.67	79.17	237.51
OGC	Operator - General Classific	1.00	3.00	MH	40.89	116.67	81.55	244.66
OLC	Operator - Loader	1.00	3.00	MH	40.04	116.67	80.33	240.98

Activity:	231035	METER PIT				Quantity:	1	Unit:	EA
	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	888.43	586.30	1,474.73	363.00	1,706.95	0.00	0.00	0.00	3,544.68
Total	888.43	586.30	1,474.73	363.00	1,706.95	0.00	0.00	0.00	3,544.68
	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift	
	1,837.7300	3.0000	0.3333	612.5767	0.3000	3.3333	0.3000	11,815.6000	
	Manhours		Unit/MH		MH/Unit		Total Labor/MH		Base Labor/Unit
	18.0000		0.0556		18.0000		81.9294		888.4300

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTWS Utility - Water Service Prod: HU 3 Eff: 100.00 Crew Hrs: 3.00 Labor Pcs: 6.00 Equipment Pcs: 4.50

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2PMPB	METER PIT	1.00	1.00	EA	1,580.07	108.03	1,706.95	1,706.95
8BM307	308E Cat excavator	1.00	3.00	HR	39.00	100.00	39.00	117.00
8C51	54" sheepsfoot compactor	0.50	1.50	HR	44.00	100.00	44.00	66.00
8LT279	279D track skid loader	1.00	3.00	HR	35.00	100.00	35.00	105.00
8TUPF	Pickup truck w/foreman	1.00	3.00	HR	19.00	100.00	19.00	57.00
8UTB16	Trench box 12' to 20'	1.00	3.00	HR	6.00	100.00	6.00	18.00
FORE	Supervisory - Foreman	1.00	3.00	MH	50.25	116.67	95.05	285.16

LB	Laborer - Bottom Man	2.00	6.00	MH	39.55	116.67	76.29	457.76
LPL	Laborer - Pipe Layer	1.00	3.00	MH	41.55	116.67	79.17	237.51
OB	Operator - Backhoe	1.00	3.00	MH	42.89	116.67	84.44	253.32
OLC	Operator - Loader	1.00	3.00	MH	40.04	116.67	80.33	240.98
OR	Operator - Compactor	0.00	0.00	MH	37.00	116.67	0.00	0.00

Activity:	231036	IRRIGATION VALVE BOX	Quantity:	1	Unit:	EA
-----------	--------	----------------------	-----------	---	-------	----

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	287.05	193.30	480.35	111.00	339.01	0.00	0.00	0.00	930.36
Total	287.05	193.30	480.35	111.00	339.01	0.00	0.00	0.00	930.36

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	591.3500	1.5000	0.6667	394.2333	0.1500	6.6667	0.1500	6,202.4000

	Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
	6.0000	0.1667	6.0000	80.0583	287.0500

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTWF Utility - Water Fittings<12" Prod: HU 1.5 Eff: 100.00 Crew Hrs: 1.50 Labor Pcs: 4.00 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2PQCVB	QUICK COUPLER & VALVE BOX	1.00	1.00	EA	313.81	108.03	339.01	339.01
8BM307	308E Cat excavator	1.00	1.50	HR	39.00	100.00	39.00	58.50
8LT279	279D track skid loader	1.00	1.50	HR	35.00	100.00	35.00	52.50
LB	Laborer - Bottom Man	1.00	1.50	MH	39.55	116.67	76.29	114.44
LPL	Laborer - Pipe Layer	1.00	1.50	MH	41.55	116.67	79.17	118.76
OB	Operator - Backhoe	1.00	1.50	MH	42.89	116.67	84.44	126.66
OLC	Operator - Loader	1.00	1.50	MH	40.04	116.67	80.33	120.49

Activity:	239010	WATER LINE TESTING	Quantity:	200	Unit:	LF
-----------	--------	--------------------	-----------	-----	-------	----

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.59	0.38	0.97	0.18	0.00	0.00	0.00	0.00	1.16
Total	118.28	76.06	194.34	36.95	0.00	0.00	0.00	0.00	231.29

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	1.1565	0.0063	160.0000	185.0320	0.1250	1,600.0000	0.0006	1,850.3200

	Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
	2.5000	80.0000	0.0125	77.7360	0.5914

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew: UTTW Utility - Watermain Testing Prod: UH 160 Eff: 100.00 Crew Hrs: 1.25 Labor Pcs: 2.00 Equipment Pcs: 1.96

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TPUF	Pickup truck w/foreman	1.00	1.25	HR	19.00	100.00	19.00	23.75
8ZMISC	Miscellaneous Tools	0.96	1.20	HR	11.00	100.00	11.00	13.20
LB	Laborer - Bottom Man	1.00	1.25	MH	39.55	116.67	76.30	95.37
LPL	Laborer - Pipe Layer	1.00	1.25	MH	41.55	116.67	79.18	98.97

Activity:	304130	RESTORE GRADE	Quantity:	538.44	Unit:	SY
-----------	--------	---------------	-----------	--------	-------	----

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.46	0.32	0.77	0.17	0.00	0.00	0.00	0.00	0.95
Total	245.08	170.79	415.87	94.15	0.00	0.00	0.00	0.00	510.02

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	0.9472	0.0050	200.0000	189.4436	0.2692	2,000.0000	0.0005	1,894.4358

	Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
	5.3800	100.0818	0.0100	77.2993	0.4552

Calendar: 60 60 hours per week Hrs/Shift: 10 WC: Code not found.

Crew:	EFBOB	Finish - Bobcat	Prod: UH	200	Eff: 100.00	Crew Hrs: 2.69	Labor Pcs: 2.00	Equipment Pcs: 1.00
Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8LT279	279D track skid loader	1.00	2.69	HR	35.00	100.00	35.00	94.15
L	Laborer - Common	1.00	2.69	MH	38.05	116.67	74.27	199.79
OLC	Operator - Loader	1.00	2.69	MH	40.04	116.67	80.33	216.08

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
Total	3,691	2,458	6,150	1,423	3,032	0	0	0	10,604

Job Notes

Estimate created on: 08/11/2021 by User#: 69 - Eric Wilaby
Source estimate used: V:\HEAVYBID\EST\ESTMAST

Calendars Used In Estimate

60 60 hours per week



DAKOTA SUPPLY GROUP

4557 15TH AVE NORTH
FARGO ND 58102
Phone: 701-237-0222
Fax: (701)-234-0116

INVOICE


INVOICE DATE		INVOICE NUMBER	
10/04/2021		S101299743.001	
ORDERED BY			PAGE NO.
REMIT TO: DAKOTA SUPPLY GROUP PO BOX 74007497 CHICAGO IL 60674-7497			1 of 1
TO VIEW AND PAY ONLINE GO TO:			
http://dsgsupply.com			

BILL TO:

MEYER CONTRACTING INC
11000 93RD AVE N
MAPLE GROVE MN 55369-4113

SHIP TO:

MEYER CONTR J:QUOTE FLOOD RISK MGMT
58102 S TERRACE N & ASH ST
ADDRESS WILL BE UPDATED WHEN JOB
SHEET COMES IN.
FARGO ND 58102

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NUMBER / RELEASE NUMBER		SALESPERSON	
53718		fm-19-f1				*Jeremy Hanson	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Riley Hovland		CITY TRUCK		Net 25th Prx		10/04/2021	09/30/2021
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE
1ea	1ea	AY18MP991WA 18"X 99" METER PIT TANDEM- 1" METER & 7-1/2" PRV(792-499QFPP)(5189-265) Pn: 47613				142317 1,288.476/E	1,288.48
1ea	1ea	AY18PAD 18"X 4" METER PIT CUSHION Pn: 30737				111548 22.032/E	22.03
<div>Oct 04 2021 at 9:24AM</div> <div></div> <div>MD03088887 MD03088887.D01</div>							

Oct 04 2021 at 9:24AM

MD00000000

43

MD00000000



ONLINE BILLPAY NOW AVAILABLE

DSG has partnered with Billtrust to provide a new feature to help you view, print and download your invoices and statements. Online BillPay is easy to use, simple to navigate and is user-friendly. Access this tool through your DSGSupply.com account.

ENROLL TODAY BY CONTACTING US AT: ARHelp@dsgsupply.com or 1-833-374-2745 (all calls returned within 24 hours).

Subtotal	\$1,310.51
S&H Charges	\$0.00
Tax	\$98.28
Amount Due	\$1,408.79

Invoice is due by 11/25/21.

Past Due invoices will be subject to 1.50% late charge.

Thank you for your Business!



4557 15TH AVE NORTH
FARGO ND 58102
Phone: 701-237-0222
Fax: (701)-234-0116

INVOICE

INVOICE DATE	INVOICE NUMBER
10/26/2021	S101299743.002
ORDERED BY	PAGE NO.
REMIT TO: DAKOTA SUPPLY GROUP PO BOX 74007497 CHICAGO IL 60674-7497	1 of 1
TO VIEW AND PAY ONLINE GO TO: http://dsgsupply.com	

BILL TO:

MEYER CONTRACTING INC
11000 93RD AVE N
MAPLE GROVE MN 55369-4113

SHIP TO:

MEYER CONTR J:QUOTE FLOOD RISK MGMT
58102 S TERRACE N & ASH ST
ADDRESS WILL BE UPDATED WHEN JOB
SHEET COMES IN.
FARGO ND 58102

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NUMBER / RELEASE NUMBER		SALESPERSON		
53718		fm-19-f1				*Jeremy Hanson		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Riley Hovland			CITY TRUCK		Net 25th Prx		10/26/2021	09/30/2021
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
1ea	1ea	AY18CLLID 18" METER PIT LID (CENTER LOCKING) Pn: 47746					142356 107.062/E	107.06
1ea	1ea	MR1733 NEENA 1733-2008 R 26X7 MAN FRAME R1733 MN/DOT 700-7 Pn: 20452					135459 162.500/E	162.50

Oct 26 2021 at 9:18AM

M000052115

S101299743.002

ONLINE BILLPAY NOW AVAILABLE



DSG has partnered with Billtrust to provide a new feature to help you view, print and download your invoices and statements. Online BillPay is easy to use, simple to navigate and is user-friendly. Access this tool through your DSGSupply.com account.

ENROLL TODAY BY CONTACTING US AT: ARHelp@dsgsupply.com or 1-833-374-2745 (all calls returned within 24 hours).

Subtotal	\$269.56
S&H Charges	\$0.00
Tax	\$20.22
Amount Due	\$289.78

Invoice is due by 12/25/21.

Past Due invoices will be subject to 1.50% late charge.

Thank you for your Business!



LOCATION: NORTHCENTWW
WAREHOUSE: 2516
1917 1ST AVE N
FARGO, ND 58102-4118

Phone: 701-293-5511
Fax: 701-232-8129

Project: FM-19-F1 OAK GROVE FLOOD RISK MGMT

Job Location: FARGO, ND
Quote Number: BMAT20210100010213
Engineer: HOUSTON
Addendum: 1.00
Bid Date: 03/31/2021
Bid Time: 11:30AM
Quoted By: Daniel Holt
Plan Date:
FOB:
Domestic Requirements:

*Quote is based on our interpretation of plans only. Contractor is responsible for final verification of all materials and quantities before ordering.

Prices quoted exclude local, state, & federal tax.

Average Unit Price is an average, not an actual cost of goods.

DUE TO CURRENT SUPPLY CHAIN ISSUES, PVC AND HDPE PIPE PRICING IS BASED SOLELY ON AVAILABILITY AT TIME OF BID AND PRICING IS SUBJECT TO CHANGE BASED ON THE CURRENT PRICE AT TIME OF SHIPMENT. DELIVERY CHARGES WILL BE APPLIED IF THE BUYER IS UNABLE TO ACCEPT PVC OR HDPE SHIPMENTS DIRECT FROM THE MANUFACTURER. SELLER IS NOT RESPONSIBLE FOR ANY PRODUCT DELAYS, LACK OF PRODUCT AVAILABILITY OR ANY PRODUCT PRICE INCREASES DUE TO CAUSES BEYOND OUR CONTROL. PVC AND HDPE PIPE PRICES ARE ONLY TO BE USED AS AN ESTIMATE, AND AVAILABILITY IS NOT GUARANTEED. THIS MODIFIES ANY STANDARD TERMS AND CONDITIONS APPLICABLE.

Job Notes: REVISED - ADDED 1" WATER SERVICE



FM-19-F1 OAK GROVE FLOOD RISK MGMT

FARGO FORMAL QUOTE
Quote Number: BMAT20210100010213

Qty	UM	Description / Comments	Bid Price	Ext Price
-----	----	------------------------	-----------	-----------

PE WATER SERVICE

BID ITEM 001

1" PEX WATER SERVICE

200	EA	1X300 COIL MUNICIPEX PIPE	\$1.62	\$324.00
		TRACER WIRE		
500	M	12GA 30MM 500 FT COP TRCR WIRE BLUE	\$141.81	\$70.90
1	EA	SNAKEPIT LD ADJ 2T WTR SWCH LID *X	\$59.13	\$59.13
1	EA	10 MAG DRV IN ANO ROD 12 GA	\$52.38	\$52.38
1	EA	DRYCON AQUA WP LUG EACH	\$9.86	\$9.86

1" PEX WATER SERVICE:

Subtotal : \$516.27

BID ITEM 002

\$516.27/200'=\$2.5813/LF

1" WATER SERVICE CONNECTION

1	EA	6 X 1 CC SS SGL Saddle 663-690	\$81.07	\$81.07
1	EA	LF 1 CC X CTS QJ BALL CORPORATION STOP	\$73.00	\$73.00
1	EA	1 CTS PE SS INSERT STIFFENER	\$1.89	\$1.89

1" WATER SERVICE CONNECTION:

Subtotal : \$155.96

BID ITEM 003

1" CURB STOP & BOX

1	EA	LF 1 BALL CURB STOP CTS Comp	\$121.22	\$121.22
1	EA	1-1/2 X 8 X 1-1/2 CURB BOX MPLS PATT W/CI PLG	\$74.54	\$74.54
1	EA	LF 1 MIP X 1 CTS QJ Comp Coupling	\$23.36	\$23.36
3	EA	1 CTS PE SS INSERT STIFFENER	\$1.89	\$5.67

1" CURB STOP & BOX:

Subtotal : \$224.79

BID ITEM 004

METER PIT

1	EA	LF PFCBHC-488-18-96-FP-NL PITSETTER	\$2,000.00	\$2,000.00
1	EA	18 X 4 CC INSULATING DISC	\$73.33	\$73.33
1	EA	18IN COIL PIT COMPOSITE LOCKING LID	\$233.33	\$233.33
2	EA	LF 1 FIP X CTS QJ Comp Coupling	\$40.00	\$80.00
2	EA	1 CTS PE SS INSERT STIFFENER	\$1.89	\$3.78

METER BY OTHERS

METER PIT:

Subtotal : \$2,390.44

BID ITEM 005

QUICK COUPLER ASSEMBLY



FM-19-F1 OAK GROVE FLOOD RISK MGMT

Qty	UM	Description / Comments	Bid Price	Ext Price
1	EA	12 STD VLV BX W/LID RAIN BIRD*PVB*	\$23.95	\$23.95
1	EA	1 FPT X 3/4 HOSE SWVL ELL SH1	\$71.98	\$71.98
1	EA	QCK CPLR VLV 1 W/RUB CVR 5RC	\$88.33	\$88.33
1	EA	QCK CPLR 1 VLV KEY 55K1	\$91.40	\$91.40
1	EA	LF 1 Brass ST 90 Elbow	\$12.90	\$12.90
1	EA	LF 1 MIP X 1 CTS QJ Comp Coupling	\$23.36	\$23.36
1	EA	1 CTS PE SS INSERT STIFFENER	\$1.89	\$1.89

QUICK COUPLER ASSEMBLY:

Subtotal : \$313.81

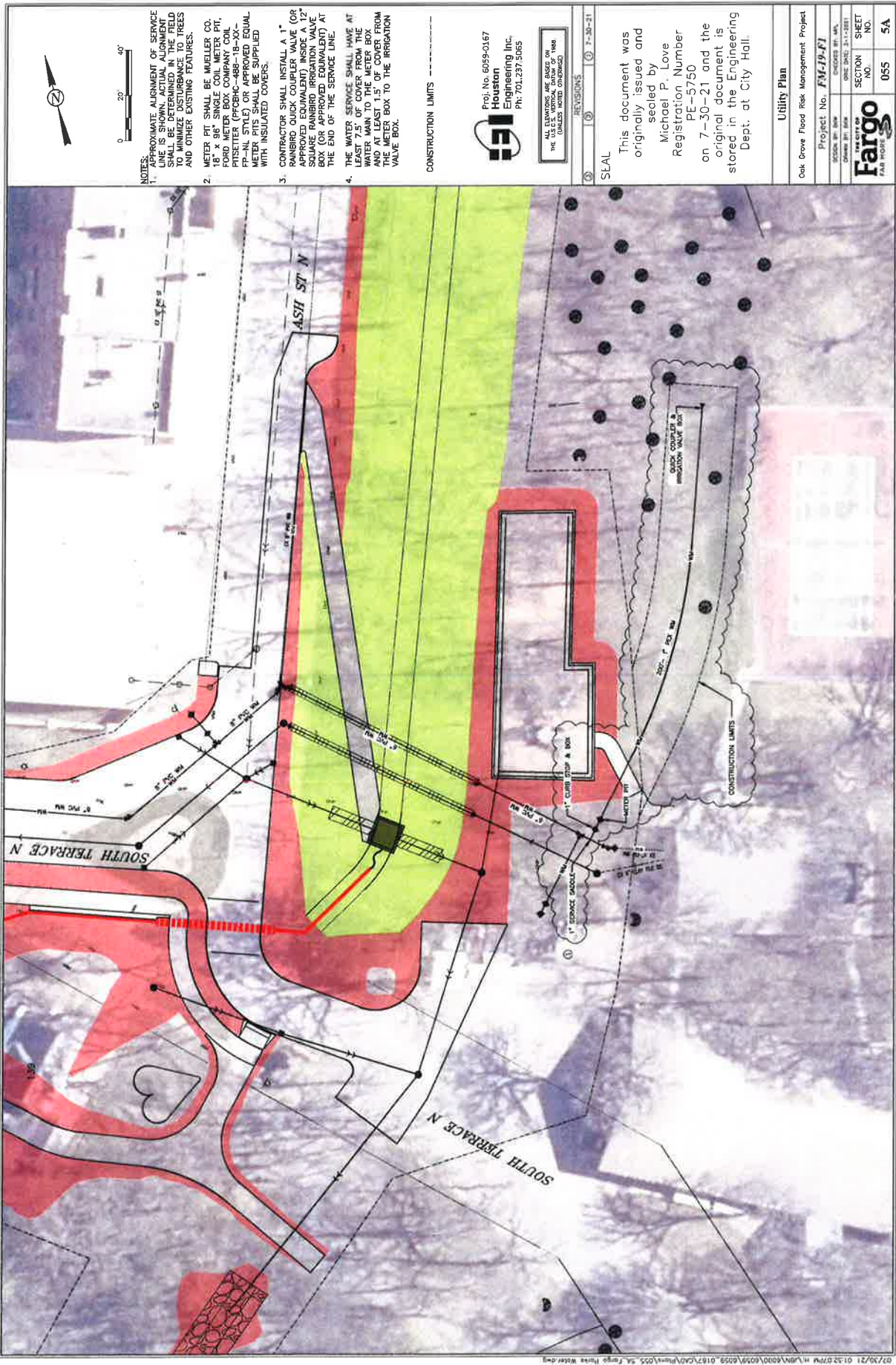
PE WATER SERVICE: \$3,601.27

Grand Total: \$3,601.27

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



- NOTES:
1. APPROXIMATE ALIGNMENT OF SERVICE LINE IS SHOWN. ALL ALIGNMENTS SHALL BE SETTERED IN TO MINIMIZE DISTURBANCE TO TREES AND OTHER EXISTING FEATURES.
 2. METER PIT SHALL BE MUELLER CO. FORD METER BOX COMPANY COIL, PIPESITER (PFCBHC-488-18-XX-PP-NL STYLE) OR APPROVED EQUAL. METER PIT SHALL BE SUPPLIED WITH INSULATED COVERS.
 3. CONTRACTOR SHALL INSTALL A 1" RANGING QUICK COUPLER VALVE (OR EQUIVALENT) AT THE END OF THE SERVICE LINE. SQUARE RANGING IRRIGATION VALVE BOX (OR APPROVED EQUIVALENT) AT THE END OF THE SERVICE LINE.
 4. THE WATER SERVICE SHALL HAVE AT LEAST 7.5' OF COVER FROM THE WATER MAIN TO THE METER BOX AND AT LEAST 1.5' OF COVER FROM THE METER BOX TO THE IRRIGATION VALVE BOX.

CONSTRUCTION LIMITS -----

Proj. No. 6059-0167
ISI Houston
Engineering Inc.
Ph: 701.237.5065

ALL ELEVATIONS ARE BASED ON THE FARGO WATER MAIN (UNLESS NOTED OTHERWISE)

REVISIONS	
①	7-30-21

SLAL
This document was originally issued and sealed by
Michael P. Love
Registration Number
PE-5750
on 7-30-21 and the original document is stored in the Engineering Dept. at City Hall.

Utility Plan			
Oak Grove Flood Risk Management Project			
Project No.	FM-19-FJ		
Drawn By	DATE	DATE	DATE
00000000	01-11-2021	01-11-2021	01-11-2021
SECTION	SHEET		
NO.	NO.		
055	5A		

Fargo
FARGO, ND

COR 03 - INSTALL/REMOVE SILT FENCE



Meyer Contracting, Inc

11000 93rd Ave North

Minneapolis, MN 55369

Contact: Eric Wilaby

Phone: 612.590.1381

Fax: 763.391.5960

Engineer: Houston Engineering
 Attn: Mike Love
 Email: mlove@houstoneng.com
 Phone: 701.499.2062

Job Name: Oak Grove FM
 Date: 5/20/21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	INSTALL SILT FENCE	600.00	LF	3.30	1,980.00
20	REMOVE SILT FENCE	600.00	LF	0.39	234.00
GRAND TOTAL					\$2,214.00

NOTES:

GENERAL NOTES

- » Pricing based on 1 mobilization for install and 1 mobilization for removal
- » Quantity to be measured in the field. Payment to be made off of final field measurements.

**S & S Landscaping Co., Inc.**

2777 Flechtner Drive South

Fargo, ND 58103

Phone: 701-235-1515

Fax: 701-239-6936

Web: www.sandslandscaping.com

QUOTATION**PROJECT:** Meyer Contracting**DATE:** 20-May-21

Atten : Eric Welaby

Oak Grove Flood Risk Management

City of Fargo

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
-------	-------------	------	-----	------------	-----------

Quote for additional Work

1	Install silt fence	lf	600.00	\$3.00	\$1,800.00
2	remove silt fence	lf	600.00	\$0.35	\$210.00

above is estimated amount - quantity will be
measured in field

Total Of Above

\$2,010.00

**AUTHORIZED SIGNATURE FOR ACCEPTANCE OF MATERIALS, LABOR, AND PROVISIONS
OF THIS QUOTE ARE DUE WITHIN THIRTY (30) DAYS**

ACCEPTED BY: _____

TITLE: _____

BY: _____

S & S LANDSCAPING CO., INC.

Emailed

George sholy

COR 05 - ADDED TRAFFIC CONTROL



Meyer Contracting, Inc

11000 93rd Ave North

Minneapolis, MN 55369

Contact: Eric Wilaby

Phone: 612.590.1381

Fax: 763.391.5960

Engineer: Houston Engineering
Attn: Mike Love
Email: mlover@houstoneng.com
Phone: 701.499.2062

Job Name: Oak Grove Fm
Date: 6/8/21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	ADDED TRAFFIC CONTROL	1.00	LS	1,853.50	1,853.50
GRAND TOTAL					\$1,853.50



1110 25th Ave N • PO Box 1615 • Fargo, ND 58107-1615
800-726-4064 • Office 701-293-8599 • Fax 701-293-7811
sales@3dspecialties.com • www.3dspecialties.com

June 7, 2021

Meyer Contracting
Attn: Eric Wilaby
11000 93rd Ave N
Maple Grove, MN 55369-4100

RE: Project No. FM-19-F1 (Oak Grove Flood Risk Management Project)
Fargo, ND

Eric,

Following is our price for the pedestrian detour.

4 ea. Sidewalk Closed	
6 ea. Sidewalk Barricade	
14 ea. Ped/Bike Detour w/arrow	Lump Sum <u>\$1,685.00</u>

Sincerely,

Perry Birkholz
3D Specialties, Inc.



Mike Love

From: Jordan Chyle <jchyle@fargolectric.us>
Sent: Wednesday, September 29, 2021 8:00 AM
To: Mike Love; Eric Wilaby
Cc: Joe Freitag; Alan Peitz; Robert J Hasey
Subject: Re: oak grove changes

[External Email]

Was curious where this ended up? As far as im concerned the \$2750 is fair and it unreasonable to tell me how much something cost when i was pricing work that was completed.

Jordan

On 8/17/2021 10:08 AM, Mike Love wrote:

Jordan,

Why would the spare conduit be cheaper then the other conduit? The plans already call for installation of new conduit so your mob should have been in the original bid. I think \$5/ft for all of it sounds appropriate. We can agree to \$2,000 for the extra City costs. The spare conduit will need to be paid by others as there was not prior authorization given to install it.

Thanks,

Mike

Mike Love, PE
Project Manager | Principal
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2062

From: Jordan Chyle <jchyle@fargolectric.us>
Sent: Wednesday, August 11, 2021 5:48 PM
To: Mike Love <mlove@houstoneng.com>; Eric Wilaby <ewilaby@meverci.com>
Cc: Joe Freitag <jfreitag@houstoneng.com>; Alan Peitz <apectz@meverci.com>
Subject: Re: oak grove changes

[External Email]

I forgot to get an accurate count on how many wires needed the watertight splice but \$900 for the pull box, \$800 for the extra conduit that the plans show as existing conduit, the spare at \$10 is excessive in hindsight so say \$5 at 60ft = \$300. Plus roughly 15 or so conductors \$750. So total \$2,750.

Jordan

On 8/11/2021 5:10 PM, Mike Love wrote:

Meyer construction
agreed to \$2,200 for this
change order amount.

So are we talking about roughly \$2,000 for the City's cost?

Mike

Mike Love, PE
Project Manager | Principal
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2062

From: Jordan Chyle <jchyle@fargolectric.us>
Sent: Tuesday, August 10, 2021 11:37 AM
To: Mike Love <mlove@houstoneng.com>; Eric Wilaby <ewilaby@meverci.com>
Cc: Joe Freitag <jfreitag@houstoneng.com>; Alan Peitz <aapeitz@meverci.com>
Subject: Re: oak grove changes

[External Email]

A 24x36x36 quazite pull box is \$1500 installed. Minus the stainless steel box installed \$600. \$900

the conduit digging a trench and installing 80 extra feet @ \$10/ft. (higher price since very short distance with same mobilization)

the spare conduit was 60 feet @ \$10/ft \$600.

water tight splices will be about \$50 a piece installed. (cant remember the exact number of conductors needing to be spliced)

Attached is the splices and pull boxes that will be used.

Jordan

On 8/4/2021 7:59 PM, Mike Love wrote:

Eric/Jordan,

We need to know the price of the 3 extra conduit you had to run for the project. The extra conduit installed for the school should be separated out and paid by the school. If we do an in ground splice pit in leu of the metal box on the wall, will there be an additional charge? Based on our discussion in the field, the wire splices themselves will have water tight connections so the splice pit itself wouldn't need to have any special waterproofing requirement.

Thanks,

Mike

Mike Love, PE
Project Manager | Principal
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2062



1401 21st Avenue N • Fargo, ND • 58102

www.houstoneng.com

Follow us: [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#)

This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product, attorney-client or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

-----Original Message-----

From: Eric Wilaby <ewilaby@meyerici.com>

Sent: Tuesday, August 3, 2021 7:38 AM

To: Mike Love <mlove@houstoneng.com>

Cc: Joe Freitag <jfreitag@houstoneng.com>; Alan Peitz <apeitz@meyerici.com>;
ichyle@fargolectric.us

Subject: FW: oak grove changes

[External Email]

Mike,

See below. This elaborates on what we discussed yesterday at the progress meeting. Please let us know your thoughts.

Jordan,

Do you have an additional cost your proposing for the work?

Eric Wilaby
612-590-1381

-----Original Message-----

From: Jordan Chyle <ichyle@fargolectric.us>

Sent: Tuesday, August 3, 2021 7:31 AM

To: Eric Wilaby <ewilaby@meyerici.com>; Alan Peitz <apeitz@meyerici.com>

Subject: oak grove changes

Hey wanted to hit the meeting but got tied up. Wanted to bring up a couple of things. The existing wire going to the football field is too short to make it up and over the new wall. I propose to put an appropriately sized inground pull box on the river side and do a splice in there.

Another item is the extra conduit needed to connect the two disconnects and panel from the devices to the new wall. The plan shows the existing wire in conduit but it was not. We put in about 60ft of extra 2" pvc and also put in a spare conduit for a future fiber at roughly 50ft.

--
Jordan Chyle
Fargo Electric Construction Inc
Office - 701-237-9601
Cell - 701-306-9144

--
Jordan Chyle
Fargo Electric Construction Inc
Office - 701-237-9601
Cell - 701-306-9144

--
Jordan Chyle
Fargo Electric Construction Inc
Office - 701-237-9601
Cell - 701-306-9144

--
Jordan Chyle
Fargo Electric Construction Inc
Office - 701-237-9601
Cell - 701-306-9144

From: Eric Wilaby <ewilaby@meyerci.com>
Sent: Tuesday, May 31, 2022 1:15 PM
To: Mike Love
Subject: FW: OAK GROVE SCHOOL

[External Email]

Mike,

Below is the breakdown we just received from Stickies. Please let us know if there are any questions.

Eric Wilaby
612-590-1381

From: Brent Halvorson <stickyinc@msn.com>
Sent: Tuesday, May 31, 2022 11:58 AM
To: Eric Wilaby <ewilaby@meyerci.com>
Cc: Alan Peitz <apeitz@meyerci.com>; Chad Briski <CBriski@meyerci.com>
Subject: Re: OAK GROVE SCHOOL

Eric,

Here is the breakdown of costs you requested.

Precast walls: \$4,170.
Caps on precast: \$8,100.
Caps on poured walls: \$6,200.

← Agreed to pay for these two items, \$12,270

Brent Halvorson

Sticky Construction Inc.
864 6th Ave NE
Thompson ND 58278

Mobile 701-740-4501

Fax 701-599-2401



From: Eric Wilaby <ewilaby@meyperci.com>
Sent: Monday, May 2, 2022 3:04 PM
To: 'Brent Halvorson' <stickyinc@msn.com>
Cc: Alan Peitz <apeitz@meyperci.com>; Chad Briski <CBriski@meyperci.com>
Subject: RE: OAK GROVE SCHOOL

Brent,

This week the weather looks like it's going to turn! We plan to have crews back up there. On your quote would it be possible to break out the CIP wall Capstones, Precast Wall Capstones, and precast wall joints? I think the owner is going to pay for some of this and the rest Meyer will be paying. Then Meyer will be doing the expansion joints on the CIP Wall.

Please call with questions.

Eric Wilaby
612-590-1381

From: Brent Halvorson <stickyinc@msn.com>
Sent: Tuesday, March 29, 2022 5:38 PM
To: Eric Wilaby <ewilaby@meyperci.com>
Cc: Alan Peitz <apeitz@meyperci.com>
Subject: Re: OAK GROVE SCHOOL

Eric,

We need the ground to be dried up so our lift equipment doesn't leave tracks and also 50° plus would be best.

Get [Outlook for iOS](#)

From: Eric Wilaby <ewilaby@meyer-ci.com>
Sent: Tuesday, March 29, 2022 4:23:52 PM
To: 'stickyinc@msn.com' <stickyinc@msn.com>
Cc: Alan Peitz <apeitz@meyer-ci.com>
Subject: OAK GROVE SCHOOL

Gents,

With the weather starting to get better. When can we start coordinating the joint sealant?

Eric Wilaby
Senior Project Manager



Mobile: 612.590.1381
Direct: 763.391.5989
11000 93rd Avenue North
Maple Grove, MN 55369
www.meyer-ci.com



COR PRIVATE PROPERTY SIGNS



Meyer Contracting, Inc

11000 93rd Ave North

Minneapolis, MN 55369

Contact: Eric Wilaby

Phone: 612.590.1381

Fax: 763.391.5960

Quote To: Houston Engineering
Attn: Mike Love
Email: mlove@houstoneng.com
Phone: 701.499.2062

Job Name: Oak Grove Fm
Date: 12/8/21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	INSTALL SIGNS	5.00	EA	165.00	825.00
GRAND TOTAL					\$825.00

NOTES:

» There is approximately 7" of Frost in the ground. Contractor can hold price if installation can be done in the coming days.



1110 25th Ave N • PO Box 1615 • Fargo, ND 58107-1615
800-726-4064 • Office 701-293-8599 • Fax 701-293-7811
sales@3dspecialties.com • www.3dspecialties.com

December 6, 2021

Meyer Contracting
Attn: Eric Wilaby
11000 93rd Ave N
Maple Grove, MN 55369

RE: Project No. FM-19-F1
Oak Grove Flood Risk
Fargo, ND

Eric,

Following is our price for the Private Property signs that were requested for this project.

3 ea. 18"x12" .100 HIP Private Property Signs	Lump Sum <u>\$450.00</u>
---	--------------------------

*The Private Property signs will be post mounted per City of Fargo specifications. Above price is based on installing signs in NON-Frozen ground conditions.

Sincerely,

Ron Kind

Ron Kind
3D Specialties, Inc.



From: Eric Wilaby <ewilaby@meyerci.com>
Sent: Wednesday, May 25, 2022 12:28 PM
To: Mike Love; Jordan Chyle; Robert J Hasey
Cc: Alan Peitz
Subject: RE: OAK GROVE FM ELECTRICAL SERVICE

[External Email]

Mike,

In speaking with Jordan they can agree to the 50/50 split.

Eric Wilaby
612-590-1381

From: Mike Love <mlove@houstoneng.com>
Sent: Wednesday, May 18, 2022 9:52 AM
To: Jordan Chyle <jchyle@fargolectric.us>; Eric Wilaby <ewilaby@meyerci.com>; Robert J Hasey <RHasey@FargoND.gov>
Cc: Alan Peitz <apeitz@meyerci.com>
Subject: RE: OAK GROVE FM ELECTRICAL SERVICE

Section 76.A.6.a of the Special Instruction to Bidders states the following:

6. DRAWINGS

- a) Drawings are diagrammatic and indicate the general arrangement of systems and work included in the contract. The engineering drawings and details shall be examined for exact locations of fixtures and equipment. Where they are not definitely located, this information shall be obtained from the Engineer.

As the location was not shown on the plans, it was the contractor's responsibility to consult with the engineer to ensure the components were placed in the correct location. The plan note you referenced does not direct that the meter should be installed on the utility pole. The meter should have been placed adjacent to the gatewell at the top of the levee (safe from flooding) and then power routed from the meter to the control panel per the plan note. Now that the wiring has been routed directly from the utility pole to the control panel, it seems like the best option is to place the meter on the back of the control panel.

Thanks,

Mike

Mike Love, PE

Senior Civil Engineer | Principal

Houston Engineering, Inc.

O 701.237.5065 | D 701.499.2062

From: Jordan Chyle <jchyle@fargolectric.us>

Sent: Monday, May 16, 2022 11:56 AM

To: Mike Love <mlove@houstoneng.com>; Eric Wilaby <ewilaby@meyerci.com>; Robert J Hasey <RHasey@FargoND.gov>

Cc: Alan Peitz <apeitz@meyerci.com>

Subject: Re: OAK GROVE FM ELECTRICAL SERVICE

[External Email]

I reject such proposal. On the attached plan sheet I don't know how to confuse where the meter should be with the highlighted note. Why didnt anyone from the city of fargo or Houston consult fargo electric while they watched us install the meter?

Jordan

7013069144

On 5/16/2022 9:46 AM, Mike Love wrote:

Hi Eric,

We can go with the cheaper splice option unless Jordan has any concerns with it. As for the cost, we acknowledge that the meter location was not shown on the plans; however, the meter was installed without consulting us and because of its location and elevation will be unusable during the design flood event. As such, we propose that the cost to relocate the meter be split 50/50.

Thanks,

Mike

Mike Love, PE

Senior Civil Engineer | Principal

O 701.237.5065 | D 701.499.2062



This message shall not be construed as official project information or direction except as expressly provided in the contract documents. This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product, attorney-client or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Eric Wilaby <ewilaby@meyerci.com>

Sent: Thursday, May 12, 2022 10:20 AM

To: Mike Love <mlove@houstoneng.com>; Robert J Hasey <RHasey@FargoND.gov>

Cc: jchyle@fargolectric.us; Alan Peitz <apeitz@meyerci.com>

Subject: OAK GROVE FM ELECTRICAL SERVICE

[External Email]

Mike,

Below represents what we received from Fargo Electric to move the service panel for the gateway. These represent direct costs and MCI's mark up will need to be added.

add splice box to current meter location and move meter service to controller location
\$3,625.39

Labor 1920.62

Materials 556.27

Equipment and fees 675.50

Profit/Overhead 473.00

Agreed to do a 50/50
split. CO amount
\$1,812.70

-additional price to above price involving pulling out old wire and install new wire.
1,515.60. for a total of 5,140.99

extra labor 200

extra materials 1119.11

extra P/O 196.49

Jordan

Eric Wilaby

Senior Project Manager



Mobile: 612.590.1381

Direct: 763.391.5989

11000 93rd Avenue North

Maple Grove, MN 55369

www.meyerci.com



Jordan Chyle
Fargo Electric Construction Inc
Office - 701-237-9601
Cell - 701-306-9144

[illegible]



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

4135

Extra Work Form

Project Number: 211163 Project Name: Oak Grove
 Cost Code & CC Description: XXV-000008 Date of Work: 8-3-21

Extra 12" Sanitary Description:
 Remove pavement 14' x 14' Connect to Existing pvc
 Connect to M.H. With Franco Stainless Steel Barge and
 Rubber Boot at M.H. Remove 14' clay tile and
 Replaced with 14' of 12" pvc. And granular backfill.
 Total time 3 hrs to complete.

Labor:

Employee Name	Classification	Hours
John R.	Foreman	3
Dan R.	Operator	3
Matt K.	Pipelayer	3
Chuck Y.	Laborer	3
Mitch K.	Laborer	3

Equipment:

Description	Number	Hours
Truck	TK22093	3
Backhoe	EX10033	3
Loader	LD12018	1
Skid Steer	35	1
Roller	CP13014	1

Material:

Description	Quantity	Units
12" PVC	14'	1
12" Fence, SSB	1	

Subcontractor / Trucking:

Description	Quantity	Units
-------------	----------	-------

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

John Pasportuk
 Print Name: John Pasportuk
 Date: 8-3-21

Project Owner Representative on Site Signature:

Print Name:
 Date:

* Note: labor hours may be overtime pending employee total hours worked

WHITE: Meyer YELLOW: General Foreman PINK: Foreman



1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 832-742-2930

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0404030	\$889.56	23623	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

MEYER CONTRACTING INC
11000 93RD AVE N
FARGO - OAK GROVE FM
MAPLE GROVE, MN 55369

MEYER CONTRACTING INC
124 NORTH TERRACE
FARGO - OAK GROVE FM
FARGO, ND 58102

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2516	2516	ND105	12 HW SEWER C.O.	JMH	FARGO - OAK GROVE FM	08/03/21	IO 23542
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	F10021212RC	Thank you for your business!	115.180	EA	115.18	
28	28	SDR26HWSP1214	* JOHN 763-923-9173 *	25.440	FT	712.32	
			12X12 RC COUP CLAY TO CI OR				
			12X14 SDR26 HW PVC GJ SWR PIPE				
			INVOICE SUB-TOTAL			827.50	
			TAX	Fargo		62.06	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$889.56

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



www.equipmentwatch.com

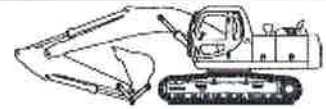
All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 336E L (disc. 2017)
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
80620 lbs

**Configuration for 336E L (disc. 2017)**

Operating Weight **36.6 mt** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$14,365.00	USD \$4,025.00	USD \$1,005.00	USD \$150.00	USD \$78.95	USD \$160.57
Adjustments						
Region (Minnesota: 114.3%)	USD \$2,054.20	USD \$575.58	USD \$143.71	USD \$21.45		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$16,419.20	USD \$4,600.58	USD \$1,148.71	USD \$171.45	USD \$78.95	USD \$172.24

Non-Active Use Rates

	Hourly
Standby Rate	USD \$46.65
Idling Rate	USD \$124.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$6,033.30/mo
Overhaul (ownership)	48%	USD \$6,895.20/mo
CFC (ownership)	3%	USD \$430.95/mo
Indirect (ownership)	7%	USD \$1,005.55/mo
Fuel (operating) @ USD 2.53	39%	USD \$30.87/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

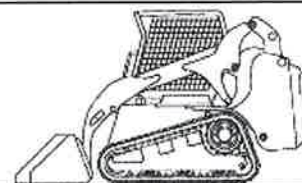
The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerci.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 259D
Compact Track LoadersSize Class:
1751 - 2200 lbs
Weight:
N/A**Configuration for 259D**

Operator Protection

ROPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,265.00	USD \$1,195.00	USD \$300.00	USD \$45.00	USD \$16.84	USD \$41.07
Adjustments						
Region (Minnesota: 115.1%)	USD \$644.02	USD \$180.45	USD \$45.30	USD \$6.80		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$4,909.02	USD \$1,375.44	USD \$345.30	USD \$51.79	USD \$16.84	USD \$44.73

Non-Active Use Rates

Hourly

Standby Rate

USD \$13.95

Idling Rate

USD \$34.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$1,620.70/mo
Overhaul (ownership)	50%	USD \$2,132.50/mo
CFC (ownership)	3%	USD \$127.95/mo
Indirect (ownership)	9%	USD \$383.85/mo
Fuel (operating) @ USD 2.53	40%	USD \$6.82/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerci.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 950K
 4-Wd Articulated Wheel Loaders

 Size Class:
200 - 224 HP
 Weight:
42068 lbs
**Configuration for 950K**

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,675.00	USD \$2,430.00	USD \$610.00	USD \$92.00	USD \$42.17	USD \$91.46
Adjustments						
Region (Minnesota: 11.4%)	USD \$1,214.50	USD \$340.20	USD \$85.40	USD \$12.88		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$9,889.50	USD \$2,770.20	USD \$695.40	USD \$104.88	USD \$42.17	USD \$98.36

Non-Active Use Rates

Hourly

Standby Rate	USD \$28.10
Idling Rate	USD \$73.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD \$4,077.25/mo
Overhaul (ownership)	39%	USD \$3,383.25/mo
CFC (ownership)	4%	USD \$347.00/mo
Indirect (ownership)	10%	USD \$867.50/mo
Fuel (operating) @ USD 2.53	41%	USD \$17.16/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerci.com)

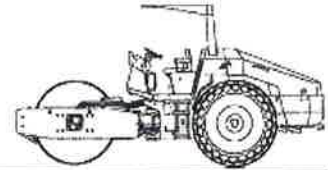
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Ingersoll Rand SD45D TF (disc. 2008)
 Single Drum Vibratory Compactors

 Size Class:
3.0 - 4.9 MTons
 Weight:
10600 lbs
**Configuration for SD45D TF (disc. 2008)**

Drum Type	Smooth	Drum Width	54.0 in
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,000.00	USD \$840.00	USD \$210.00	USD \$32.00	USD \$23.91	USD \$40.96
Adjustments						
Region (Minnesota: 110.7%)	USD \$321.00	USD \$89.88	USD \$22.47	USD \$3.42		
Model Year (2008: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$3,321.00	USD \$929.88	USD \$232.47	USD \$35.42	USD \$23.91	USD \$42.78

Non-Active Use Rates

Hourly

Standby Rate	USD \$9.43
Idling Rate	USD \$24.12

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	55%	USD \$1,650.00/mo
Overhaul (ownership)	28%	USD \$840.00/mo
CFC (ownership)	5%	USD \$150.00/mo
Indirect (ownership)	12%	USD \$360.00/mo
Fuel (operating) @ USD 2.53	22%	USD \$5.25/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

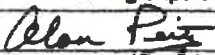

The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyererci.com)

[illegible]

Extra Work Form					
Project Number: 211163			Project Name: Fargo Oak Grove Levee		
Cost Code & CC Description: xxx-000002 Fill Haul Debris			Date of Work: 6-10-21		
Description: Move debris excavated from inspection trench into a collective pile and shape into a measurable shape.					
Labor:			Equipment:		
Employee Name	Classification	Hours	Description	Number	Hours
Cecilia Chilean	Operator	2	Cat 950 loader	LD12008	2
Material:			Subcontractor / Trucking:		
Description	Quantity	Units	Description	Quantity	Units
This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.					
I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.					
Meyer Contracting Supervisor Signature: Alan Peitz			Project Owner Representative on Site Signature: John Seeger		
Print Name: Alan Peitz			Print Name:		
Date: 6-11-21			Date:		

[illegible]

3988

Extra Work Form					
Project Number: 21163			Project Name: Oak Grove, Levee		
Cost Code & CC Description:			Date of Work: 6-16-21		
Description:					
Condense multiple piles of demo debris into a consolidated pile shaped to measure.					
Labor:			Equipment:		
Employee Name	Classification	Hours	Description	Number	Hours
Alan Peitz	Supt	3	Pickup	TKZZ 090	3
Tom Westbrook	Operator	3	Excavator	EX10019	3
Material:			Subcontractor / Trucking:		
Description	Quantity	Units	Description	Quantity	Units
<p>This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.</p> <p>I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.</p>					
Meyer Contracting Supervisor Signature:			Project Owner Representative on Site Signature:		
 Print Name: Alan Peitz			 Print Name:		
Date: 6-16-21			Date:		

[illegible]



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

3989

Extra Work Form

Project Number: 211163 Project Name: Oak Grove Levee
 Cost Code & CC Description: XXX-000002 Fill Material Description: Date of Work: 6-17-2021

Description:

Shaped piles of rubble and loaded into truck to be hauled to the city of Fargo land fill.

Labor:

Employee Name	Classification	Hours	Description	Number	Hours
Tom Westbrook	Operator	8.5	Excavator	Ex10019	8.5
Alan Peitz	Supt	3	Pickup	TK22090	3
Dylan Headbird	Operator	0.5	Skid loader	SS14033	0.5
Cecilia Chileen	Laborer	3	N/A	N/A	

Equipment:

Material:

Subcontractor / Trucking:

Description	Quantity	Units	Description	Quantity	Units

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

Project Owner Representative on Site Signature:

Print Name:

Print Name:

Date:

Date:

Alan Peitz
6-18-21

[illegible]



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

3992

Extra Work Form

Project Number: 211163 Project Name: Oak Grove Levee
 Cost Code & CC Description: XXX-000002 ^{Fill / Haul} _{Debris} Date of Work: 6-18-2021

Description:

Shaped piles of rubble and loaded into trucks to be hauled to City of Fargo Landfill.

Labor:

Employee Name	Classification	Hours	Description	Number	Hours
Tom Westbrook	Operator	6.5	Excavator	Ex10019	6.5
Alan Peitz	Supt	3	Pickup	TK22090	3

Equipment:

Material:

Description	Quantity	Units	Description	Quantity	Units

Subcontractor / Trucking:

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

Alan Peitz

Print Name:

Alan Peitz

Date:

6-22-21

Project Owner Representative on Site Signature:

John Freitag

Print Name:

John Freitag

Date:

6-22-21

* Note: labor hours may be overtime pending employee total hours worked.

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman

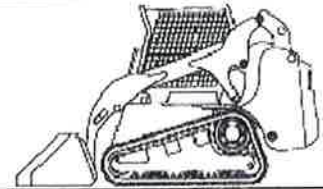


www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 259D
Compact Track LoadersSize Class:
1751 - 2200 lbs
Weight:
N/A**Configuration for 259D**

Operator Protection ROPS Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,265.00	USD \$1,195.00	USD \$300.00	USD \$45.00	USD \$16.84	USD \$41.07
Adjustments						
Region (Minnesota: 115.1%)	USD \$644.02	USD \$180.45	USD \$45.30	USD \$6.80		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,909.02	USD \$1,375.44	USD \$345.30	USD \$51.79	USD \$16.84	USD \$44.73

Non-Active Use Rates

	Hourly
Standby Rate	USD \$13.95
Idling Rate	USD \$34.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$1,620.70/mo
Overhaul (ownership)	50%	USD \$2,132.50/mo
CFC (ownership)	3%	USD \$127.95/mo
Indirect (ownership)	9%	USD \$383.85/mo
Fuel (operating) @ USD 2.53	40%	USD \$6.92/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerco.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

March 31, 2021

Rental Rate Blue Book®**Caterpillar 950K**

4-Wd Articulated Wheel Loaders

Size Class:

200 - 224 HP

Weight:

42068 lbs

**Configuration for 950K**

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,675.00	USD \$2,430.00	USD \$610.00	USD \$92.00	USD \$42.17	USD \$91.46
Adjustments						
Region (Minnesota: 114%)	USD \$1,214.50	USD \$340.20	USD \$85.40	USD \$12.68		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,889.50	USD \$2,770.20	USD \$695.40	USD \$104.88	USD \$42.17	USD \$98.36

Non-Active Use Rates

Standby Rate

Hourly

USD \$28.10

Idling Rate

USD \$73.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD \$4,077.25/mo
Overhaul (ownership)	39%	USD \$3,383.25/mo
CFC (ownership)	4%	USD \$347.00/mo
Indirect (ownership)	10%	USD \$867.50/mo
Fuel (operating) @ USD 2.53	41%	USD \$17.16/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerco.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

March 31, 2021

Rental Rate Blue Book®
Komatsu PC360LC-10
 Crawler Mounted Hydraulic Excavators

 Size Class:
33.1 - 40.0 MTons
 Weight:
79093 lbs
Configuration for PC360LC-10
 Operating Weight **39.03 mt** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,845.00	USD \$3,595.00	USD \$900.00	USD \$135.00	USD \$70.28	USD \$143.26
Adjustments						
Region (Minnesota: 114.3%)	USD \$1,836.83	USD \$514.09	USD \$128.70	USD \$19.31		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$14,681.83	USD \$4,109.08	USD \$1,028.70	USD \$154.30	USD \$70.28	USD \$153.70

Non-Active Use Rates

Standby Rate	Hourly	USD \$41.71
Idling Rate		USD \$110.69

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$5,394.90/mo
Overhaul (ownership)	48%	USD \$6,165.60/mo
CFC (ownership)	3%	USD \$385.35/mo
Indirect (ownership)	7%	USD \$899.15/mo
Fuel (operating) @ USD 2.53	39%	USD \$27.27/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerci.com)



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

3995

Extra Work Form

Project Number: 211163 Project Name: Oak Grove Levee
 Cost Code & CC Description: XXX-000004 Date of Work: 6/29/2021

Description:

Excavated Rubble and backfilled with clean clay
 in order to drive sheet piles.

Labor:

Employee Name	Classification	Hours	Description	Number	Hours
Wesley Adams	Sup	2	Pick up	TK22-074	2
Matthew Podvin	Operator	2	Excavator	EX10036	2
Nicholas Schaeffer	operator	2	Excavator	EX10033	2
			Skid loader	SS14033	2

Equipment:

Material:

Description	Quantity	Units	Description	Quantity	Units

Subcontractor / Trucking:

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

Project Owner Representative on Site Signature:

Print Name:

Wesley Adams

Print Name:

Not Signed

Date:

6/29/21

Date:

* Note: labor hours may be overtime pending employee total hours worked.

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman

WHITE - Mayor YELLOW - Owner Representative PINK - Foreman

[illegible]

* Note: labor hours may be overtime pending employee total hours worked

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman

2403

Project Number: 211163	Project Name: Oak Grove
Cost Code & CC Description: XXX-000004	Date of Work: 9-7-21
Description:	

Date:	Description:
11/1/88	<p>Hit an obstruction in our sheetpile wall near Station 63+55.8 used Had to pull the template & sheet pile. Took 1 hr to pull template & dig obstruction Used the 308 to dig out footing It was at 5' & we dug to 6' to get to virgin soil</p>

Equipment:

[illegible]

Subcontractor / Trucking:

[illegible]

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

Meyer Contracting Supervisor Signature:

Project Owner Representative on Site Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman

* Note: labor hours may be overtime pending employee total hours worked



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

2404

Extra Work Form

Project Number: 211163 Project Name: Oak Grove
 Cost Code & CC Description: XXX-000000 Date of Work: 9-8-21

Description:

Hit obstruction about 6 sheets past station 63+53.28 Had to move template
 Had AL's operator come over & dig out obstruction
 There was a footing right on our sheet pile line at least 10' long
 3' thick. It was 3' diam. Excavated down 4' to virgin soil & backfilled
 then had to reset template

Labor:

Employee Name	Classification	Hours	Description	Number	Hours
Wesley Adams	Superintendent	2.5	Supt. Pickup	TK22074	2.5
Matthew Podum	Pile Driver	2.5	336 Excavator	EX10033	2.5
Nicholas Schaeffer	Pile Driver	2.5	SP100 Pile Driver	AE27105	2.5
Dominick B			308 Excavator	EX10036	2.0
Paul Ptacek	operator	2	259 Skid steer	SS14094	2.5
			Welder	WD19005	2.5

Equipment:

Material:

Description	Quantity	Units	Description	Quantity	Units

Subcontractor / Trucking:

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

Project Owner Representative on Site Signature:

Print Name:

Wes Adams

Print Name:

Word not sign

Date:

Date:

9-8-21

* Note: labor hours may be overtime pending employee total hours worked.

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman



www.equipmentwatch.com

All prices shown in US dollars (\$)

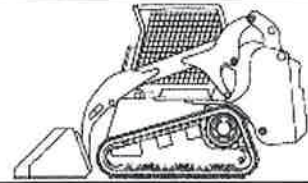
Rental Rate Blue Book®

March 31, 2021

Caterpillar 259D

Compact Track Loaders

Size Class:
1751 - 2200 lbs
Weight:
N/A



Configuration for 259D

Operator Protection

ROPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,265.00	USD \$1,195.00	USD \$300.00	USD \$45.00	USD \$16.84	USD \$41.07
Adjustments						
Region (Minnesota: 115.1%)	USD \$644.02	USD \$180.45	USD \$45.30	USD \$6.80		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,909.02	USD \$1,375.44	USD \$345.30	USD \$51.79	USD \$16.84	USD \$44.73

Non-Active Use Rates

Hourly

Standby Rate

USD \$13.95

Idling Rate

USD \$34.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$1,620.70/mo
Overhaul (ownership)	50%	USD \$2,132.50/mo
CFC (ownership)	3%	USD \$127.95/mo
Indirect (ownership)	9%	USD \$383.85/mo
Fuel (operating) @ USD 2.53	40%	USD \$6.82/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerci.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 308E2 CR
Crawler Mounted Hydraulic Excavators

Size Class:
8.1 - 10.0 MTons
Weight:
N/A

**Configuration for 308E2 CR**

Operating Weight **18519 lbs** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,925.00	USD \$1,660.00	USD \$415.00	USD \$62.00	USD \$25.62	USD \$59.28
Adjustments						
Region (Minnesota: 114.3%)	USD \$847.28	USD \$237.38	USD \$59.35	USD \$8.87		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,772.27	USD \$1,897.38	USD \$474.35	USD \$70.87	USD \$25.62	USD \$64.10

Non-Active Use Rates

	Hourly
Standby Rate	USD \$19.24
Idling Rate	USD \$44.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$2,488.50/mo
Overhaul (ownership)	48%	USD \$2,844.00/mo
CFC (ownership)	3%	USD \$177.75/mo
Indirect (ownership)	7%	USD \$414.75/mo
Fuel (operating) @ USD 2.53	23%	USD \$5.91/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyercci.com)

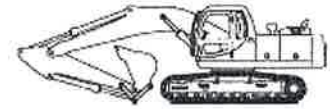
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 336E L (disc. 2017)
 Crawler Mounted Hydraulic Excavators

 Size Class:
33.1 - 40.0 MTons
 Weight:
80620 lbs
**Configuration for 336E L (disc. 2017)**
 Operating Weight **36.6 mt** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$14,365.00	USD \$4,025.00	USD \$1,005.00	USD \$150.00	USD \$78.95	USD \$160.57
Adjustments						
Region (Minnesota: 114.3%)	USD \$2,054.20	USD \$575.58	USD \$143.71	USD \$21.45		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$16,419.20	USD \$4,600.58	USD \$1,148.71	USD \$171.45	USD \$78.95	USD \$172.24

Non-Active Use Rates
 Standby Rate
 Idling Rate

MOVAX RENTAL \$104/HR + STANDBY FOR EX \$46.65/HR = \$150.65/HR **Hourly**
 USD \$46.65
 USD \$124.16
Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$6,033.30/mo
Overhaul (ownership)	48%	USD \$6,895.20/mo
CFC (ownership)	3%	USD \$430.95/mo
Indirect (ownership)	7%	USD \$1,005.55/mo
Fuel (operating) @ USD 2.53	39%	USD \$30.87/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerci.com)

[illegible]



Address: 11000 93rd Ave. N, Maple Grove, MN 55369
 Phone: (763) 391-5959
 Fax: (763) 391-5960

4136

Down Time

Extra Work Form

Project Number: *201163* Project Name: *Oak Grove*
 Cost Code & CC Description: *0430-214012* Date of Work: *8-5-01*

Description:

*12" RCP & FES w/tees. The inverts and hubs from
 Staking didn't add up. ST 1.1 and Inverts
 end wall was a 1 foot bust. John to shot everything with
 GPS and talk to his office. He said the hub at ST 1.1 had a
 1 foot bust in it and the Invert in ST 1 was 2 tenths high.
 He said to run it at a flat grade. Our Down Time for @ view.*

Labor:

Employee Name	Classification	Hours
John Ropotnik	Foreman	1.5
Dan R	Oper	1.5
Matt K	Pipe layer	1.5
Chuck Y.	Labor	1.5
Mitch K	Labor	1.5

Equipment:

Description	Number	Hours
Truck	#K22093	1.5
Backhoe 338	EX10025	1.5
Loader	LQ12018	1.5
Skid steer	SS14054	1/2

Material:

Description	Quantity	Units

Subcontractor / Trucking:

Description	Quantity	Units

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor, equipment, and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

John Ropotnik

Print Name: *John Ropotnik*

Date: *8-5-01*

Project Owner Representative on Site Signature:

Print Name:

Date:

* Note: labor hours may be overtime pending employee total hours worked.



www.equipmentwatch.com

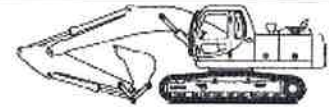
All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Komatsu PC228USLC-8
Crawler Mounted Hydraulic Excavators

Size Class:
24.1 - 28.0 MTons
Weight:
53785 lbs

**Configuration for PC228USLC-8**

Operating Weight **26.6 mt** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$9,860.00	USD \$2,760.00	USD \$690.00	USD \$105.00	USD \$49.49	USD \$105.51
Adjustments						
Region (Minnesota: 114.3%)	USD \$1,409.98	USD \$394.68	USD \$98.67	USD \$15.02		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$11,269.98	USD \$3,154.68	USD \$788.67	USD \$120.01	USD \$49.49	USD \$113.52

Non-Active Use Rates

Hourly

Standby Rate	USD \$32.02
Idling Rate	USD \$79.73

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$4,141.20/mo
Overhaul (ownership)	48%	USD \$4,732.80/mo
CFC (ownership)	3%	USD \$295.80/mo
Indirect (ownership)	7%	USD \$690.20/mo
Fuel (operating) @ USD 2.53	32%	USD \$15.70/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyererci.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

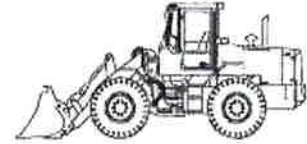
Rental Rate Blue Book®

March 31, 2021

Caterpillar 950K

4-Wd Articulated Wheel Loaders

Size Class:
200 - 224 HP
Weight:
42068 lbs

**Configuration for 950K**

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,675.00	USD \$2,430.00	USD \$610.00	USD \$92.00	USD \$42.17	USD \$91.46
Adjustments						
Region (Minnesota: 114%)	USD \$1,214.50	USD \$340.20	USD \$85.40	USD \$12.88		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,889.50	USD \$2,770.20	USD \$695.40	USD \$104.88	USD \$42.17	USD \$98.36

Non-Active Use Rates

Hourly

Standby Rate

USD \$28.10

Idling Rate

USD \$73.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD \$4,077.25/mo
Overhaul (ownership)	39%	USD \$3,383.25/mo
CFC (ownership)	4%	USD \$347.00/mo
Indirect (ownership)	10%	USD \$867.50/mo
Fuel (operating) @ USD 2.53	41%	USD \$17.16/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyerci.com)

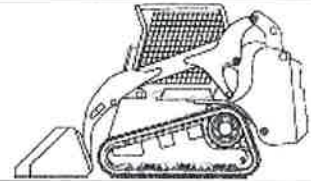
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 259D
 Compact Track Loaders

 Size Class:
 1751 - 2200 lbs
 Weight:
 N/A
**Configuration for 259D**

Operator Protection

ROPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,265.00	USD \$1,195.00	USD \$300.00	USD \$45.00	USD \$16.84	USD \$41.07
Adjustments						
Region (Minnesota: 115.1%)	USD \$644.02	USD \$180.45	USD \$45.30	USD \$6.80		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,909.02	USD \$1,375.44	USD \$345.30	USD \$51.79	USD \$16.84	USD \$44.73

Non-Active Use Rates

Standby Rate

Hourly

USD \$13.95

Idling Rate

USD \$34.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$1,620.70/mo
Overhaul (ownership)	50%	USD \$2,132.50/mo
CFC (ownership)	3%	USD \$127.95/mo
Indirect (ownership)	9%	USD \$383.85/mo
Fuel (operating) @ USD 2.53	40%	USD \$6.82/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerci.com)

[illegible]

Extra Work Form

Project Number:	211163	Project Name:	Oak Grove
Cost Code & CG Description:	XXX-000006	Date of Work:	7-15-21

Description:

Obstruction In Pipe alignment @ 7:30 Hrs. all persons
went to E. & W. A. P. from Engineering M. H. for a day and night.
They decided to move STS-6 over and dig back to STS-5 and remove pipe
cut STS-5 slide pipe to the north and dig pipe. Due to test holes for cost of
drain + for invert check and concrete. Stop to see if we can clear it

Labor:			Equipment:		
Employee Name	Classification	Hours	Description	Number	Hours
John R	Foreman	6.5	Pickup	TK22093	6.5
Eric R	OPER	6.5	228 EX	EX10025	6.5
Dan R	OPER	6.5	308 EX	EX10036	6.5
Matt K	Pipe Layer	6.5	Hoe Pack	4E27-08	6.5
Mitch K	Labor	6.5	259 skid	SS14033	6.5
Chuck Y	Labor	6.5	950 Loader	LD13008	6.5
			Ford Mud truck	TK22025	6.5
			SU Bobcat 3400	SU44-004	6.5

[illegible][illegible]

Meyer Contracting Supervisor Signature:		Project Owner Representative on Site Signature:	
			
Print Name: John Reepotnick		Print Name:	
Date: 7-19-01		Date:	



Address: 11000 93rd Ave. N, Maple Grove, MN 55369

Phone: (763) 391-5959

Fax: (763) 391-5960

4134

Extra Work Form

Project Number: 211163 Project Name: Oak Grove
 Cost Code & CC Description: Date of Work: 7-20-21

Description:

Extra work to tie in drain tile along building. From Structures 5.6, 5.7, and 5.8 was regular tie to roof drain. 1/2 hour to do the roof drain tie in. So total time on 5.6 + 5.7 was 3 hrs. Took longer to do and not break drain tile while removing structure p/sd.

Labor:

Equipment:

Employee Name	Classification	Hours	Description	Number	Hours
Side View			Truck	TK22023	3
	2 at 1.5		Backhoe	EX10025	3
	(Total 3 hrs)		Excavator	EX10036	3
			Loader	LD12018	3
John R.	Foreman	3			
Eric R.	oper.	3			
Dan R.	oper.	3			
Walt K.	Pipe layer	3			
Michael K.	labor	3			
Chuck	Material	3			

Subcontractor / Trucking:

Description	Quantity	Units	Description	Quantity	Units
4" SDR35 Wye	4				
4" SDR35 45°	4				
4" SDR35 STR45°	4				
4" Fernco's	6				
4" SDR35 pipe	12'				

This form shall be filled out entirely and the Extra Work activity shall be immediately reported to the Project Manager. Forward any related material receipts, picking slips, or trucking tickets to the Project Manager.

I hereby acknowledge that this Extra Work activity did indeed occur as described above. I further assert that the quantity and description of the labor and materials listed above were spent solely on the Extra Work activity described above.

Meyer Contracting Supervisor Signature:

Project Owner Representative on Site Signature:

John Raspetuk
 Print Name: John Raspetuk

Print Name:

Date: 7-23-21

Date:

* Note: labor hours may be overtime pending employee total hours worked.

WHITE - Meyer YELLOW - Owner Representative PINK - Foreman



1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 832-742-2930

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0392504	\$40,728.81	23623	1 of 2

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

MEYER CONTRACTING INC
124 NORTH TERRACE
FARGO - OAK GROVE FM
FARGO, ND 58102

MEYER CONTRACTING INC
11000 93RD AVE N
FARGO - OAK GROVE FM
MAPLE GROVE, MN 55369

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2516	2516	ND105	STOCK MATERIALS	JMH	FARGO - OAK GROVE FM	07/07/21	IO 23379
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			Thank you for your business! * STEVE 612-248-0869 or JOHN 763-923-9173 * Source Order#: 0392500				
2	2	DUT2U	DOM 6 UT DI C153 22-1/2 BEND	100.790	EA	201.58	
1	1	DUTRUP	DOM 6X4 UT DI C153 RED	83.080	EA	83.08	
5	5	CANO12	18-1/2 MAG ANO ROD 12GA WIRE *X	49.890	EA	249.45	
100	0	R261076100	1X100 COIL MUNICIPEX PIPE		EA	0.00	
3	3	CT2BFLPKG58	T2 TEST STN FLPKG 5/8 BLUE *X	24.250	EA	72.75	
1000	1000	NSF324	4X250 3.2 OZ DOT HWY N/WOV FAB	0.410	FT	410.00	
4	4	R051MJSDR06	6 MJ X SDR35 TRAN GSKT	18.250	EA	73.00	
1	1	SP-AFC2504TTWGOLA	4 C900 PO RW GATE VLV W/GSKT AIS	634.490	EA	634.49	
5	5	SP-AFC2506TTWGOLA	6 C900 PO RW GATE VLV W/GSKT AIS	819.470	EA	4097.35	
2	2	SP-AFC2508TTWGOLA	8 C900 PO RW GATE VLV W/GSKT AIS	1306.770	EA	2613.54	
1	1	SP-DFPPELMMCAF	3X3'0 FLGXPE DI SPL RPX/CEM W/ CAF	518.940	EA	518.94	
1	1	SP-R26004130413651	AIS 3 DI 2BLT MACRO COUP 3.13-4.13	181.880	EA	181.88	
3	3	SP-W7286A2TSAIS	WB67 7532/40524 8'6 OL 6TY 16B AIS	3287.481	EA	9862.44	
4	4	F105644	4 CI PVC X 4 CI PVC COUP	5.950	EA	23.80	
1	1	IBRLFS9G	LF 1 BRS ST 90 ELL	11.520	EA	11.52	
4	4	FININSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.890	EA	7.56	
1	1	FC8444QNL	LF 1 MIP X 1 CTS QJ COMP COUP	23.360	EA	23.36	
1	0	FB44444MQNL	LF 1 CTSXCTS QJ BALL CURB ST		EA	0.00	
1	1	FFB10004QNL	LF 1 CC X CTS QJ BALL CORP	73.000	EA	73.00	
48	48	MS4HNFNDOM	3/4 SS 304 HEX NUT DOM *X	0.490	EA	23.52	
48	48	MSS4TBOFNDOM	3/4X3-1/2 SS 304 T-BLT DOM *X	2.940	EA	141.12	
1	1	P40S9M	3 PVC S40 SXS 90 ELL	5.790	EA	5.79	
1	1	MDFBSS41SM	3 SS 304 150# FLG B&N SET DOM *X	8.630	EA	8.63	
10	10	K90220EA	DRYCON AQUA WP LUG EACH *X	9.860	EA	98.60	
500	500	C1230BHS500	12GA 30MM 500 FT COP TRCR WIRE BLUE	123.120	M	61.56	
6	6	B25C200HCS5ZWN	1/4X2-1/2 ZN HEX BLT & NUT	0.130	EA	0.78	
6	2	MM194	4X7 HYD SIGN	4.450	EA	8.90	
1	1	FFS313690CC4U100	6X1 CC SS SGL SDL STL/C900 DOM	81.070	EA	81.07	
1	1	FNWR1FFGAM	3 RR 1/8 FF 150# GSKT	2.160	EA	2.16	
4	4	MJGAX	8 MJ GSKT	5.820	EA	23.28	
10	10	A10001	TYPE II A VLV BX ADPT F/2PC 668S BX	38.440	EA	384.40	
10	10	DVBEXT60	24 VLV BX EXT SCRWB 60 DOM	73.040	EA	730.40	
2	2	DVBLIDS	5-1/4 VLV BX LID SWR W/ 2 SKT DOM	17.600	EA	35.20	
8	8	DVBLIDW	TYLER VLV BX LID WTR DOM	16.720	EA	133.76	
10	10	DVBSBS36	36 SC VLV BX BOT 6850 DOM	95.040	EA	950.40	
10	7	DVBST526	26 SC VLV BX TOP SECT DOM	98.560	EA	689.92	
1	1	M5622ACX	1-1/2X8X1-1/2 MINN CURB BX CIP DOM	74.540	EA	74.54	
1	1	SP-MP7508A	3/4 X 8 YD HYD M-2000 AIS FROST PRF	159.080	EA	159.08	
4	4	E2008PV	8 MEGALUG F/ C900/IPS PVC	44.060	EA	176.24	
4	4	DMJGU	DOM 6 MJ C153 GLAND	13.920	EA	55.68	
2	2	DMJ4LAX	DOM 8 MJ C153 45 BEND L/A	88.600	EA	177.20	
TERMS: NET 10TH PROX				ORIGINAL INVOICE		TOTAL DUE	CONTINUED

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

FERGUSON®
WATERWORKS
 1917 1ST AVE N
 FARGO, ND 58102-4118

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0392504	\$40,728.81	23623	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	DUT4X	DOM 8 UT DI C153 45 BEND	164.800	EA	659.20
1	1	DUTRXU	DOM 8X6 UT DI C153 RED	121.220	EA	121.22
1	1	DUTTU	DOM 6 UT DI C153 TEE	160.720	EA	160.72
2	2	DUTTXU	DOM 8X6 UT DI C153 TEE	227.000	EA	454.00
240	240	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	6.890	FT	1653.60
40	40	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	6.890	FT	275.60
200	200	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	11.880	FT	2376.00
56	56	SDR35PP14	4X14 SDR35 PVC GJ SWR PIPE	1.340	FT	75.04
20	20	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	3.420	FT	68.40
1110	1110	P40UDPPBEP104R	4X10 S40 UD PERF PIPE W/4 RWS 1/4 H	462.000	C	5128.20
20	20	P40BEPM20	3X20 FT PVC S40 BE PIPE	257.850	C	51.57
2	2	AFC2506MMLAOLAI	6 DI MJ RW OL GATE VLV L/A AIS	743.220	EA	1486.44
3	3	MGP092001	9 FT SIGN POST U CHAN GREE	22.950	EA	68.85
168	168	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	4.120	FT	692.16
196	196	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	7.430	FT	1456.28
INVOICE SUB-TOTAL						37887.25
TAX Fargo						2841.56

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$40,728.81
----------------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

FERGUSON®
WATERWORKS
 1917 1ST AVE N
 FARGO, ND 58102-4118

Please contact with Questions: 832-742-2930

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0401945	\$894.43	23623	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516
 PO BOX 802817
 CHICAGO, IL 60680-2817

SHIP TO:

COUNTER PICK UP
 1917 1ST AVE N
 FARGO, ND 58102-4118

MEYER CONTRACTING INC
 11000 93RD AVE N
 FARGO - OAK GROVE FM
 MAPLE GROVE, MN 55369

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2516	2516	ND105		JMH	FARGO - OAK GROVE FM	07/19/21	IO 23444
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			Thank you for your business!				
4	4	G1210006	6 PVC SWR 45 ELL GXG	25.300	EA	101.20	
4	4	G1070064	6X4 PVC SWR GXGXG WYE	43.580	EA	174.32	
4	4	G1220006	6 PVC SWR 45 ELL SXG	22.420	EA	89.68	
4	4	G1220004	4 PVC SWR 45 ELL SXG	11.210	EA	44.84	
4	4	G1070044	4 PVC SWR GXGXG WYE	21.490	EA	85.96	
1	1	PP572	4-12 VLV SETTER	75.070	EA	75.07	
1	1	PP66803	NOZ HYD SETTER W/SPREADER BAR	124.940	EA	124.94	
1	1	R02303	36 M/HOLE HOOK HDL	35.300	EA	35.30	
4	4	G9210004	4 PVC HW SWR 45 ELL GXG	25.180	EA	100.72	
INVOICE SUB-TOTAL						832.03	
TAX Fargo						62.40	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill? Log in to Ferguson.com and request access to Online Bill Pay.							



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$894.43
--------	---------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

www.equipmentwatch.com

All prices shown in US dollars (\$)

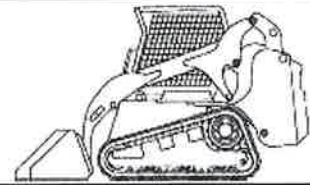
Rental Rate Blue Book®

March 31, 2021

Caterpillar 259D

Compact Track Loaders

Size Class:
1751 - 2200 lbs
 Weight:
 N/A

**Configuration for 259D**

Operator Protection

ROPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,265.00	USD \$1,195.00	USD \$300.00	USD \$45.00	USD \$16.84	USD \$41.07
Adjustments						
Region (Minnesota: 115.1%)	USD \$644.02	USD \$180.45	USD \$45.30	USD \$6.80		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,909.02	USD \$1,375.44	USD \$345.30	USD \$51.79	USD \$16.84	USD \$44.73

Non-Active Use Rates

Hourly

Standby Rate

USD \$13.95

Idling Rate

USD \$34.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$1,620.70/mo
Overhaul (ownership)	50%	USD \$2,132.50/mo
CFC (ownership)	3%	USD \$127.95/mo
Indirect (ownership)	9%	USD \$383.85/mo
Fuel (operating) @ USD 2.53	40%	USD \$6.82/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerco.com)



www.equipmentwatch.com

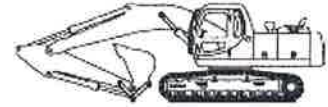
All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Caterpillar 308E2 CR
Crawler Mounted Hydraulic Excavators

Size Class:
8.1 - 10.0 MTons
Weight:
N/A

**Configuration for 308E2 CR**

Operating Weight **18519 lbs** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,925.00	USD \$1,660.00	USD \$415.00	USD \$62.00	USD \$25.62	USD \$59.28
Adjustments						
Region (Minnesota: 114.3%)	USD \$847.28	USD \$237.38	USD \$59.35	USD \$8.87		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$6,772.27	USD \$1,897.38	USD \$474.35	USD \$70.87	USD \$25.62	USD \$64.10

Non-Active Use Rates

	Hourly
Standby Rate	USD \$19.24
Idling Rate	USD \$44.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD \$2,488.50/mo
Overhaul (ownership)	48%	USD \$2,844.00/mo
CFC (ownership)	3%	USD \$177.75/mo
Indirect (ownership)	7%	USD \$414.75/mo
Fuel (operating) @ USD 2.53	23%	USD \$5.91/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
(mconte@meyererci.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

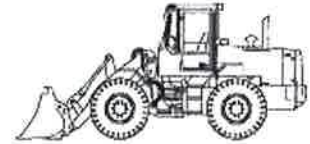
Rental Rate Blue Book®

March 31, 2021

Caterpillar 950K

4-Wd Articulated Wheel Loaders

Size Class:
200 - 224 HP
 Weight:
42068 lbs

**Configuration for 950K**

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,675.00	USD \$2,430.00	USD \$610.00	USD \$92.00	USD \$42.17	USD \$91.46
Adjustments						
Region (Minnesota: 114%)	USD \$1,214.50	USD \$340.20	USD \$85.40	USD \$12.88		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,889.50	USD \$2,770.20	USD \$695.40	USD \$104.88	USD \$42.17	USD \$98.36

Non-Active Use Rates

Hourly

Standby Rate

USD \$28.10

Idling Rate

USD \$73.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD \$4,077.25/mo
Overhaul (ownership)	39%	USD \$3,383.25/mo
CFC (ownership)	4%	USD \$347.00/mo
Indirect (ownership)	10%	USD \$867.50/mo
Fuel (operating) @ USD 2.53	41%	USD \$17.16/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerci.com)

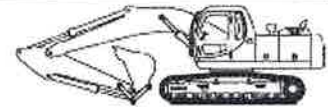
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

March 31, 2021

Komatsu PC228USLC-8
 Crawler Mounted Hydraulic Excavators

 Size Class:
24.1 - 28.0 MTons
 Weight:
53785 lbs
**Configuration for PC228USLC-8**
 Operating Weight **26.6 mt** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$9,860.00	USD \$2,760.00	USD \$690.00	USD \$105.00	USD \$49.49	USD \$105.51
Adjustments						
Region (Minnesota: 114.3%)	USD \$1,409.98	USD \$394.68	USD \$98.67	USD \$15.02		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$11,269.98	USD \$3,154.68	USD \$788.67	USD \$120.01	USD \$49.49	USD \$113.52

Non-Active Use Rates

	Hourly
Standby Rate	USD \$32.02
Idling Rate	USD \$79.73

Rate Element Allocation

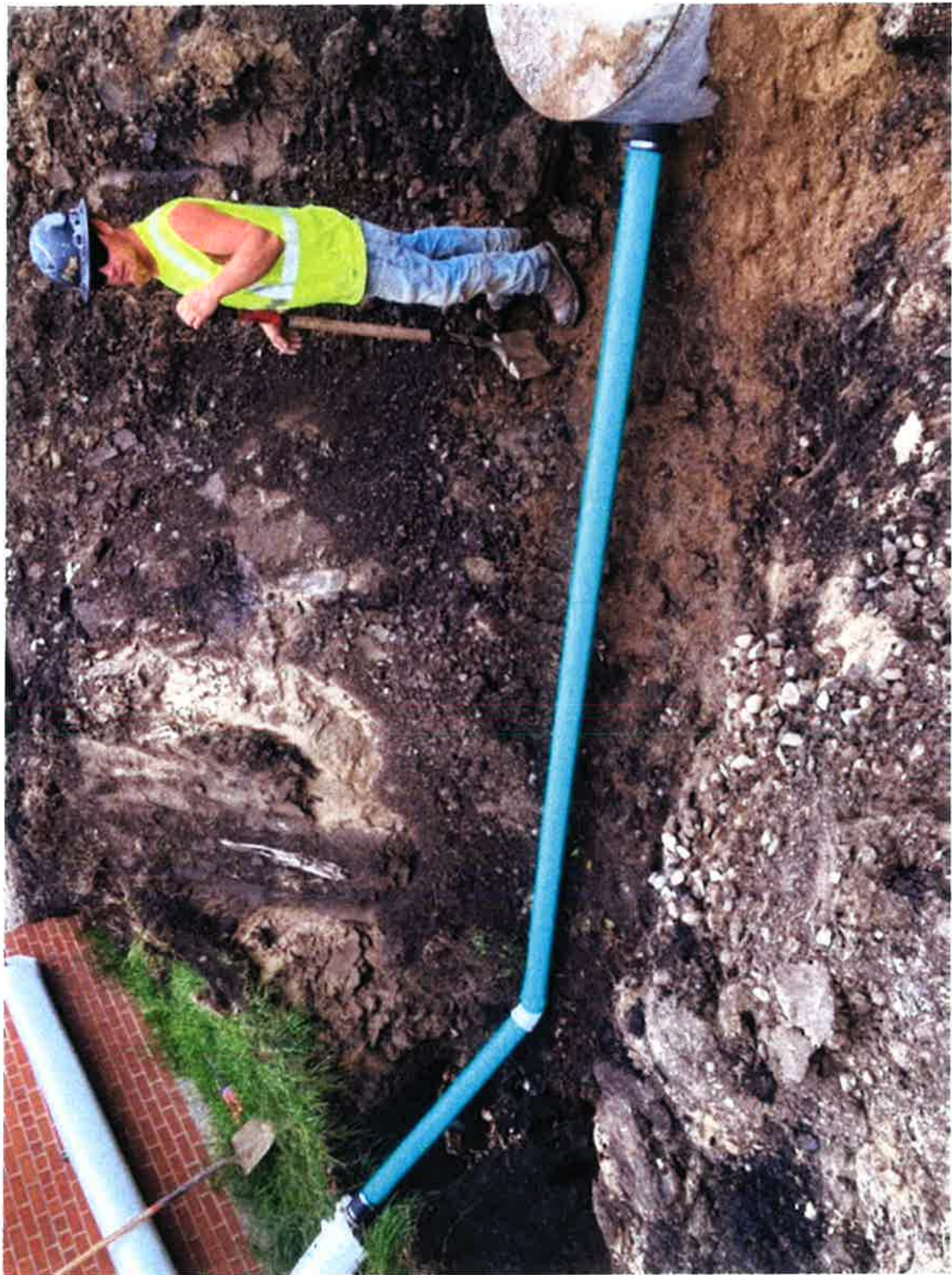
Element	Percentage	Value
Depreciation (ownership)	42%	USD \$4,141.20/mo
Overhaul (ownership)	48%	USD \$4,732.80/mo
CFC (ownership)	3%	USD \$295.80/mo
Indirect (ownership)	7%	USD \$690.20/mo
Fuel (operating) @ USD 2.53	32%	USD \$15.70/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for MARK CONTE
 (mconte@meyerco.com)









PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Type: Storm Sewer and Outfall Easement

Location: Westrac Third Addition

Date of Hearing: 7/5/2022

RoutingDate

City Commission

7/11/2022

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Storm Sewer and Outfall Easement between the City and SoFar Properties.

The plat for Westrac Third Addition has recently been approved by City Commission. Within this plat, there are three lots that will be served by a privately constructed and maintained storm water pond. The Developer has proposed to City staff to allow the outfall for this storm water pond to directly discharge into an existing storm water pond/channel the City owns adjacent to the plat. Upon review, staff determined that this direct outfall connection would be best for our infrastructure due to the limited capacity in the storm sewer system on Westrac Drive South.

To allow this direct connection to be made, we have developed an easement to allow for this private storm sewer and outfall to be constructed on City property.

Staff is recommending approval of the Storm Sewer and Outfall Easement.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Storm Sewer and Outfall Easement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Storm Sewer and Outfall Easement between the City and SoFar Properties.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, Temporary City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Terri Gayhart, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: June 28, 2022
Re: Storm Sewer and Outfall Easement - Westrac Third Addition

Background:

The plat for Westrac Third Addition has recently been approved by City Commission. Within this plat, there are three lots that will be served by a privately constructed and maintained storm water pond. During the platting process, the Developer proposed to City staff to allow the outfall for this storm water pond to directly discharge into an existing storm water pond/channel the City owns adjacent to the plat. Upon review of this request, staff determined that this direct outfall connection would be best for our infrastructure due to the limited capacity in the storm sewer system on Westrac Drive South.

To allow for this direct connection to be made, we have worked with the City Attorney's office to develop an easement to allow for this private storm sewer and outfall to be constructed on City property.

The attached easement document details the long-term responsibilities of the property owner of the private pond. Key items within the easement document are:

- Maintenance of privately owned storm sewer outfall is the responsibility of the property owner
- City is not responsible or liable for any damage to the storm sewer outfall
- City has ability to assess property owner for costs of maintenance if they fail to properly maintain the privately owned storm sewer, including any erosion, within the easement.
- City also has the ability to terminate the easement, at our discretion, if the maintenance of the outfall is not being completed

Recommended Motion:

Approve the Storm Sewer and Outfall Easement between the City and SoFar Properties.

NAB/klb

Attachment

EASEMENT
(Storm Sewer and Outfall)

KNOW ALL MEN BY THESE PRESENTS that **THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as “Grantor”, “City” or “Fargo”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt of which is hereby acknowledged, HEREBY GRANTS unto [**SoFar Properties**], a North Dakota [Limited Liabilities Partnership], its successors and assigns, hereinafter referred to as “Grantee”, an easement over, upon, and in the land hereinafter described for the purpose of construction, operation, maintenance and repairing a storm sewer, together with the customary appurtenances, including an outfall to the City’s existing storm sewer system on the City’s property, said tract being more particularly described as follows, and as depicted on Exhibit A hereto:

A 20 foot storm sewer easement over, under and across a part of the Southwest Quarter of Section 11, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota. The centerline of said easement is described as follows:

Commencing at the southeast corner of Lot 3, Block 1 of WESTRAC THIRD ADDITION, according to the recorded plat thereof; thence on an assumed bearing of North 43 degrees 13 minutes 48 seconds East on the southeasterly line of said Lot 3, a distance of 281.70 feet to the point of beginning of the line to be described; thence South 46 degrees 46 minutes 12 seconds East a distance of 196.40 feet and said centerline there terminating

Said Easement Contains 3,928 square feet, more or less.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, and employees, may at any and all times when necessary or convenient to do so, go over and upon above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantee shall be allowed to make a direct storm sewer outfall connection to City's system. Grantee shall be solely responsible for the maintenance, upkeep, and repair and all associated costs of the private storm sewer outfall and connections, which shall include but not be limited to pipe, related components, and rip-rap materials. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to work performed by Grantee. City shall not be responsible or liable for any damages to the connection or the private storm sewer outfall. City also shall have no obligation to perform maintenance, upkeep, or repair of the connection or the private storm sewer outfall.

Grantee, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with City's storm sewer system and customary appurtenances, or with material for laying, maintaining, operating or repairing the same in, over or upon the above-described premises, and Grantee expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of City's storm sewer including customary appurtenances.

Grantee further understands and agrees that the maintenance of the storm sewer outfall and customary appurtenances is Grantee's sole responsibility, at Grantee's sole cost. Failure to maintain the storm sewer outfall and appurtenances to acceptable standards of the City or repair any degradation caused by the storm sewer outfall, shall allow City to terminate this easement, at the City's discretion.

Grantor shall have the right to direct Grantee to perform maintenance and repairs upon the storm sewer outfall if Grantor determines, in its sole discretion, that maintenance or repairs are necessary to prevent any impact to the City's storm sewer system or changes. If Grantee fails to adequately perform the directed maintenance or repairs upon the private storm sewer system within a reasonable period of time as determined by the City, then the City shall have the right to complete the maintenance and repairs and all costs of the maintenance and repairs, including but not limited

to construction costs, materials, and fees, shall be assessed to the Grantee for the entire amount. By expressly granting to the City the right to assess the costs directly to the property for completion of the maintenance and repairs, the Grantee hereby waives its right to protest the assessment.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed
this ____ day of _____, 2022.

GRANTOR:

City of Fargo, a North Dakota Municipal Corporation

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss

COUNTY OF CASS)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., and Steve Sprague, the Mayor and City Auditor respectively of the City of Fargo, a North Dakota Municipal Corporation, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed
this 27 day of June, 2022.

GRANTEE:

[SoFar Properties], a North Dakota [Limited Liability Partnership]

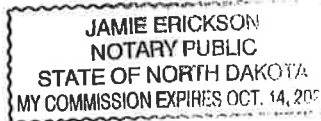


By:


Its: President

STATE OF ND)
) ss.
COUNTY OF Cass)

On this 27th day of JUNE, 2022, before me, a notary public in and for said county and State, personally appeared BRENT DIETRICH, the PRESIDENT of [SoFar Properties LLP] to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)

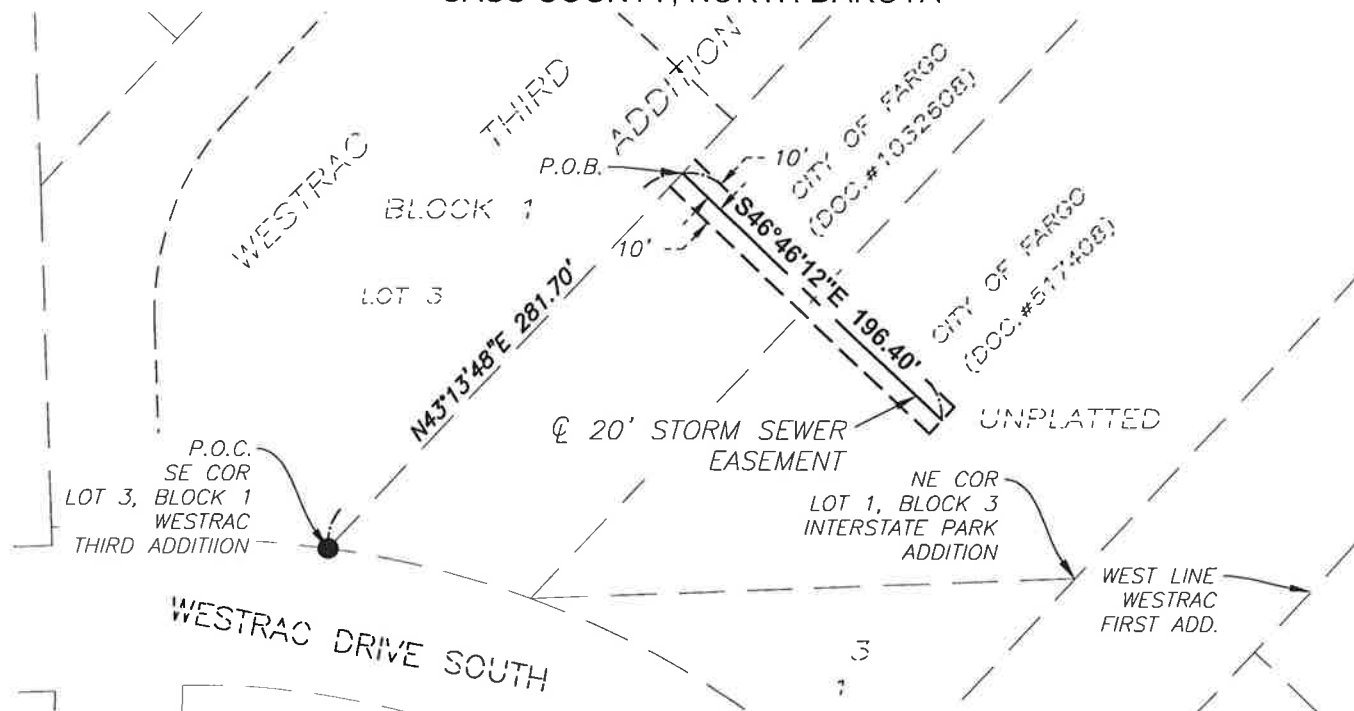

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Joshua J. Nelson, PLS
KPH, Inc.
9530 39th Street South
Fargo, ND 58104
(701) 499-7979

This document was prepared by:
Kasey D. McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
kmcnary@serklandlaw.com

EASEMENT EXHIBIT

SOUTHWEST QUARTER SECTION 11, TOWNSHIP 139 NORTH, RANGE 49 WEST,
CASS COUNTY, NORTH DAKOTA



DESCRIPTION - STORM SEWER EASEMENT

A 20 foot storm sewer easement over, under and across a part of the Southwest Quarter of Section 11, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota. The centerline of said easement is described as follows:

Commencing at the southeast corner of Lot 3, Block 1 of WESTRAC THIRD ADDITION, according to the recorded plat thereof; thence on an assumed bearing of North 43 degrees 13 minutes 48 seconds East on the southeasterly line of said Lot 3, a distance of 281.70 feet to the point of beginning of the line to be described; thence South 46 degrees 46 minutes 12 seconds East a distance of 196.40 feet and said centerline there terminating

Said Easement Contains 3,928 square feet, more or less.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

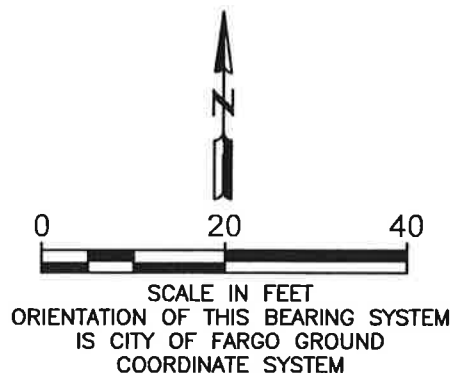
Joshua J. Nelson, PLS

Reg. No. LS-27292 DATE: 6-15-22



LEGEND

- FOUND MONUMENT
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- NEW EASEMENT LINE




KPH, INC. 9530 39TH STREET SOUTH FARGO, ND 58104		PROJECT TITLE EASEMENT EXHIBIT	
CLIENT NAME MBN ENGINEERS 503 7TH ST N, SUITE 200 FARGO, ND 58102		DWN BY JJN	APP'D JJN
		DWG DATE 15-JUN-2022	SCALE 1" = 100'
		PROJECT NO. 521-569	SHEET NO. 1 OF 1



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 27, 2022

RE: NOTICE OF GRANT AWARD AMENDMENT WITH THE NORTH
DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR
WATER POLLUTION – EPA BLOCK
CONTRACT NO. G21.019A CFDA NO. 66.605 \$1,250

This is a request to approve the attached Notice of Grant Award Amendment for an additional \$1,250.00 and extending the end date until June 30, 2023 with the North Dakota Department of Environmental Quality for the water pollution program in southeastern North Dakota.

No budget adjustment is required for this notice of grant award.

If you have questions, please contact me at 241.1380.

Suggested Motion: Move to approve the North Dakota Department of Health agreement for the water pollution program.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY
SFN 61628 (05-2019)

Grant Number G21.019A	CFDA Name Performance Partnership Grants	CFDA Number 66.605
FAIN Number 99861720	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 8/1/2021
Federal Award Date 10/28/2019	Grant End Date 6/30/2023	
Federal Awarding Agency Environmental Protection Agency		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Water Pollution – EPA Block	North Dakota Department of Environmental Quality (NDDEQ) Project Code 5531 EQ3992 31
Grantee Name Fargo Cass Health Unit	Project Director Karl Rockeman
Address 1240 25 th St South	Address 4201 Normandy Street
City/State/ZIP Code Fargo ND 58103-2367	City/State/ZIP Code Bismarck ND 58503-1324
Contact Name Desi Fleming, Director of Public Health	Contact Name Marty Haroldson
Telephone Number 701.241.1360	Telephone Number 701.328.5234
Email Address dfleming@fargond.gov	Email Address mharolds@nd.gov

	NDDEQ Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$1,250	\$417	\$1,667
Previous Funds Awarded	\$1,250	\$417	\$1,667
Total Funds Awarded	\$2,500	\$834	\$3,334
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

This amendment extends the award end date to June 30, 2023 and provides additional funding of \$1,250 to support services through June 30, 2023. All other scope of service requirements in the original award remain the same.

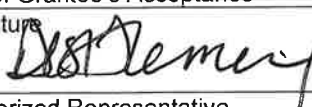
Reporting Requirements

Quarterly "Request for Reimbursement" reports are due within 15 days of the end of each quarter. All payments will be processed upon Department receipt and approval of progress reports (i.e., daily activity logs) and expenditure reports unless otherwise specified in Special Conditions. The expenditure report for the period ending June 30, 2023 must be received no later than July 15, 2023.

Special Conditions

All special conditions of the original award remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDEQ as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDEQ Acceptance	
Date 06/27/2022	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative L. David Glatt, P.E., Director	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative	


If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.



(13)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 27, 2022

**RE: NOTICE OF GRANT AWARD FOR EMERGENCY
PREPAREDNESS AND RESPONSE WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH PHEP/EPR STATEWIDE
MANAGEMENT TEAM
NO. G21.911 CFDA NO. 93.069, \$220, 105**

The attached Notice of Grant Award with the North Dakota Department of Health for Public Health Emergency Preparedness (PHEP) EPR Statewide Management Team is for \$220,105.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness Response/Statewide.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.911	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2022	Grant End Date 6/30/2023
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program PHEP – EPR Statewide Response Team	North Dakota Department of Health (NDDoH) Project Code 6611HLH5273-11
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich, Section Chief
Address 1240 – 25 th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, Division Director
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$220,105	\$0	\$220,105
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 27, 2023, for the period of July 1, 2022, through December 31, 2022. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2023, for the period of January 1, 2023, through June 30, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.


Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/27/22	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Response & Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 27, 2022

RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH PHEP ALL
HAZARDS ALLOCATION
NO. G21.873 CFDA 93.069 \$17,232.00

The attached Notice of Grant Award for \$17,232 with the North Dakota Department of Health is for the Public Health Emergency Preparedness (PHEP) All Hazards Allocation.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the contract for the public health emergency preparedness, all hazards allocation.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.873	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2022	Grant End Date 6/30/2023
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program PHEP – EPR All Hazards Allocation	North Dakota Department of Health (NDDoH) Project Code 6611HLH5273-11
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich
Address 1240 – 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$17,232	\$0	\$17,232
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$17,232	\$0	\$17,232
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 27, 2023, for the period of July 1, 2022, through December 31, 2022. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2023, for the period of January 1, 2023, through June 30, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/27/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Response & Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	
<p>If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.</p>			

15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR
NICOLE CRUTCHFIELD, PLANNING DIRECTOR *me*

DATE: JULY 6, 2022

RE: APPROVE THE PROPOSED AMENDMENTS TO THE 2021 ACTION PLAN AND 2022 ACTION PLAN

Following the required 30-day public comment period and Public Hearing held during the June 27, 2022 City Commission meeting, staff is seeking approval of the proposed amendments to the 2021 and 2022 Action Plans for Community Development Block Grant (CDBG) and HOME programs and expenditures. The proposed amendments to the 2021 and 2022 Action Plans are in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in the June 8, 2022 Forum newspaper. No comments were received during the public comment period.

Recommended Action: Approve the amendments to the 2021 and 2022 Action Plans for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming.

City of Fargo
Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs

The City of Fargo is opening a 30-day public comment period starting June 9, 2022, including a public hearing on June 27, 2022 at the regular Fargo City Commission meeting. Two amendments will be considered under the City's HUD programs open for comment during this period. Final consideration will be at the July 11, 2022 City Commission meeting. Each amendment is summarized in this notice.

PROPOSED AMENDMENT TO 2021 HUD ACTION PLAN

Increase The Milton Earl Multi-Family Rental Budget by \$300,000 (\$100,000 CHDO & \$200,000 HOME - reallocate from 2022 Action Plan – see details in 2022 Action Plan Amendment proposed below).

Background – “Multi-Family Rental/The Milton Earl/Beyond Shelter, Inc.” underway at 708 4th Ave N. Due to construction costs inflation, delayed timeline resulting from the environmental assessment process, and increased legal fees for project review and preparation, a funding gap has occurred. This project was initially approved at the June 28, 2021 City Commission meeting and amended at the October 18, 2021 City Commission meeting. The proposed amendment will allow the project to move forward.

PROPOSED AMENDMENT TO 2022 HUD ACTION PLAN

Cancel K-Mart Phase 1 & 2 Multi-Family Rental Activity & Reallocate Funds

Background – “Multi-Family Rental Housing & Community Development Housing Organization (CHDO) Project/Beyond Shelter, Inc.” was to be located at former K-Mart site. Due to a change in funding sources during the environmental review process, this project must be canceled for use with HUD federal funds. As a result, \$800,000 must be reallocated. A total of \$300,000 is being addressed by this amendment (\$100,000 CHDO & \$200,000 HOME – reallocate to 2021 Action Plan Milton Earl activity – see details in 2021 Action Plan Amendment Proposal above). The remaining \$500,000 (CDBG) from this canceled activity will be addressed by a future amendment to the 2022 Action Plan.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD: June 9 – July 8, 2022

PUBLIC HEARING: Monday, June 27, 2022 - 5:15 pm
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, July 11, 2022 – 5:15 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144

Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT:

www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, accessible and can accommodate persons who are disabled. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. The contact information to arrange for services (a 48 hour notice may be needed) is City of Fargo's Section 504/ADA Coordinator Bekki Majerus – 701.298.6966. To access TTY/ND Relay service – 800.366.6888 or 711.

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. If services are needed, the contact information is provided above.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

**RESOLUTION APPROVING AMENDMENTS TO THE 2021 AND 2022 HUD ACTION
PLANS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF FARGO:**

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has amended its 2021 and 2022 Action Plans to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the amendments, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the amended plans to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

CERTIFICATE

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss.

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the amendments to the City of Fargo's 2021 Action Plan and 2022 Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held July 11, 2022 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as such records are now filed in the office of the City Auditor.

(SEAL)

Timothy J. Mahoney,
Mayor of the City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this ____ day of _____, 2022, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

Notary Public, Cass County, North Dakota

(16)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR
NICOLE CRUTCHFIELD, PLANNING DIRECTOR** *me*

DATE: JULY 6, 2022

**RE: APPROVE THE PROPOSED HOME AMERICAN RESCUE PLAN (ARP)
ALLOCATION PLAN AND RELATED 2021 ANNUAL ACTION PLAN
AMENDMENTS**

Following the required 15-day public comment period and Public Hearing held during the June 27, 2022 City Commission meeting, staff is seeking approval of the proposed HOME-ARP Allocation Plan and related amendments to the 2021 Action Plan for Community Development Block Grant (CDBG) and HOME programs and expenditures. The proposed amendment to the 2021 Action Plan is in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in the June 15, 2022 Forum newspaper. No comments were received during the public comment period.

Recommended Action: Approve the HOME-ARP allocation plan and related amendments to the 2021 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming.

**City of Fargo
Notice of Public Hearing & Public Comment Period
HOME American Rescue Plan (ARP) Program
2021 Action Plan Amendment**

The City of Fargo is opening a 15-day public comment period starting June 16, 2022, including a public hearing on June 27, 2022 at the regular Fargo City Commission meeting. Multiple items under the City's HUD programs will be open for comment during this period. All items will be given final consideration at the July 11, 2022 City Commission meeting. Each item is summarized in this notice.

Summary of Proposed Amendments to 2021 Annual Action Plan:

1. Allocation Increase – Amend into 2021 Annual Action Plan – HOME-ARP

Adding \$1,697,107 to 2021 Annual Action Plan Resources to support homelessness prevention efforts and housing stability as part of the federal American Rescue Plan Act.

HOME-ARP Allocation Plan Draft:

The City has prepared a draft version of the HOME-ARP Allocation Plan. The priorities established within the draft plan result from community consultation and a public input meeting held on October 28, 2021 with community partners. These one-time funds are intended specifically to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations in an effort to reduce homelessness and increase housing stability across the country. Comments on this draft should be provided during this comment period.

PROPOSED 2021 ACTION PLAN ACTIVITIES FOR HOME-ARP

Acquisition and Rehabilitation of Transitional Housing

- 1. YWCA Lantern Light Apartments** - \$550,000 in HOME-ARP funds. Rehabilitation of an existing property in south Fargo to develop permanent supportive affordable transitional housing. The project will house and support those experiencing domestic violence, homelessness, or who are at risk of experiencing homelessness. The location of this project is at 1101 32 Ave S, Fargo, North Dakota.

Supportive Services

- 1. Operational Support for Homelessness Prevention & Diversion: SouthEastern North Dakota Community Action Agency (SENDCAA)** - \$450,000 in HOME-ARP funds. Operational support to increase the organization's capacity to carry out the Homeless Prevention and Diversion activities.
- 2. Operational Support for Homelessness Prevention & Diversion: Presentation Partners in Housing** - \$450,000 in HOME-ARP funds. Operational support to increase the organization's capacity to carry out Homeless Prevention and Diversion activities.
- 3. Operational Support for McKinney Vento Supportive Services: Downtown Engagement Center** - \$247,107 in HOME-ARP funds. Operational support for homeless and housing-related services at the Downtown Engagement Center located in at 222 4th St N in downtown Fargo.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

15-DAY PUBLIC COMMENT PERIOD: June 16 through June 30, 2022

PUBLIC HEARING: Monday, June 27, 2022 - 5:15 pm

Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, July 11, 2022 – 5:15 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144
Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT: www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, accessible and can accommodate persons who are disabled. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact information is provided at the end of this section. The City of Fargo’s Section 504/ADA Coordinator Bekki Majerus – 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service – 800.366.6888 or 711

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. If services are needed, contact information is provided at the end of this section.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

**RESOLUTION APPROVING THE HOME AMERICAN RESCUE PLAN (ARP)
ALLOCATION PLAN AND RELATED 2021 ACTION PLAN AMENDMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF FARGO:**

WHEREAS, the City of Fargo receives HOME American Rescue Plan funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has amended its 2021 Action Plan and adopted its HOME-ARP Allocation Plan to make available housing and community development resources that primarily support homelessness prevention and housing stability efforts; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the allocation plan and related amendments, a public hearing, and a 15-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the amended plans to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

CERTIFICATE

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss.

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the allocation plan for the City of Fargo's HOME American Rescue Plan funds and related amendments to the City of Fargo's 2021 Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held July 11, 2022 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo,
as such records are now filed in the office of the City Auditor.

(SEAL)

Timothy J. Mahoney,
Mayor of the City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this ____ day of _____, 2022, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

Notary Public, Cass County, North Dakota

17

MEMORANDUM

TO: Fargo City Commission

FROM: Mark Williams, Assistant Director of Planning & Development ✓

DATE: July 6, 2022

SUBJECT: 2022 Street Fair Parking Request


The Downtown Community Partnership (DCP) has requested to use the decommissioned Main Avenue parking lot located 501 Main Avenue. The 2022 Street Fair will be from July 14 to July 16 and the DCP hopes to utilize that space for parking of the food court vendors. This is consistent with the operation of the street fair and what has been approved in the past.

Recommendation: Approve the request by the DCP to utilize the property located at 501 Main Avenue for the 2022 Street Fair.

18

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MARK WILLIAMS 

DATE: July 6, 2022

SUBJECT: LEASING 80 PARKING STALLS TO GSA

Interstate Parking has been working with the General Services Administration (GSA) on the leasing of 80 parking stalls. 50 parking stalls will be in the newly constructed Mercantile parking ramp and 30 parking stalls will be in the ROCO parking ramp. The need is a result of adding additional staff within the Federal Courthouse building located at 655 1st Ave N.

Based on the GSA's interest in a long term lease, Interstate Parking recommends identifying the rates for the next 20 years with a 60 day termination clause. The proposed rates are as follows:

1-5 years:	\$129
5-10 years:	\$179
10-15 years:	\$229
15 to 20 years:	\$279

The proposal was approved at Finance committee on April 25, 2022. Staff worked with the City Attorney's office and Interstate Parking on the contract agreements.

Recommendation: Approve the lease of 80 parking stalls (50 at Mercantile and 30 at ROCO) to the GSA at the amounts identified above, with a 60 day termination clause.

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

 1a. LEASE NUMBER
LND00695

 1b. BUILDING NUMBER
ND1379ZZ

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 0ND2095, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING		
Mercantile Garage - 410 5th St N, Fargo, ND 58102	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>50</u>
	2c. SQ. FT. RENTABLE <u>N/A</u> ABOA <u>N/A</u> Common Area Factor <u>N/A</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Parking</u>	SURFACE _____ ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED _____/space SURFACE _____/space

B. TERM

3a. To have and to hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 20 Years, 0 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

3b. The Government or Lessor may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 60 days prior written notice to the Lessor or Government. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT Years 1-5: \$77,400 Years 6-10: \$107,400 Years 11-15: \$137,400 Years 16-20: \$167,400	5b. RATE PER MONTH Years 1-5: \$129 Years 6-10: \$179 Years 11-15: \$229 Years 16-20: \$279			
RENTAL RATE BREAKDOWN	Years 1-5 (\$/Space/YEAR)	Years 6-10 (\$/Space/YEAR)	Years 11-15 (\$/Space/YEAR)	Years 15-20 (\$/Space/YEAR)
6. PARKING	6a. <u>\$1,548.00</u>	6c. <u>\$2,148.00</u>	6c. <u>\$2,748.00</u>	6c. <u>\$3,348.00</u>

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER			
15a. Name City of Fargo		15b. Unique Entity Identifier (UEI) K2QJQZVH5PM6	
15c. Address 225 4th St N	15d. City Fargo	15e. State North Dakota	15f. ZIP + 4 58102-4817

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☐ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY				
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)				
18. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner				
18a. NAME Dr. Tim Mahoney	18b. ADDRESS 225 4th St N	18c. CITY Fargo	18d. STATE North Dakota	18e. ZIP + 4 58102-4817
18f. Title Mayor	18g. E-mail address commission@fargond.gov		18h. Telephone Number 701-241-1310	
18i. OFFEROR'S SIGNATURE				18j. DATE SIGNED

PART II - AWARD (To be completed by Government)

E. ADDITIONAL TERMS AND CONDITIONS

19a. The United States may not, without written consent from the City of Fargo, which must be approved by the Board of the City Commissioners, sublease or assign the Lease and the United States' rights thereunder to any third-party during the terms of the Lease.

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents: (a) this GSA Form 3626, (b) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases)

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

LESSOR: _____ GOVERNMENT: _____

(3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or

LESSOR: _____ GOVERNMENT: _____

3. A lump sum equitable adjustment.

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

LESSOR: _____ GOVERNMENT: _____

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

LESSOR: _____ GOVERNMENT: _____

system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

LESSOR: _____ GOVERNMENT: _____

9. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)

LESSOR: _____ GOVERNMENT: _____

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

LESSOR:_____ GOVERNMENT:_____

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR:_____ GOVERNMENT:_____

SOLICITATION PROVISIONS
(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

4. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

5. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (JUL 2021)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

6. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Mayor Tim Mahoney 225 4th St N Fargo, ND 58102	TELEPHONE NUMBER 701-241-1310
	_____ Signature	_____ Date

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

 1a. LEASE NUMBER
LND00849

 1b. BUILDING NUMBER
ND1380ZZ

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 0ND2095, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING		
Robert Commons - 217 Roberts St N, Fargo, ND 58102	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>30</u> SURFACE _____ ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED _____/space SURFACE _____/space
	2c. SQ. FT. RENTABLE <u>N/A</u> ABOA <u>N/A</u> Common Area Factor <u>N/A</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Parking</u>	

B. TERM

3a. To have and to hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 20 Years, 0 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

3b. The Government or Lessor may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 60 days prior written notice to the Lessor or Government. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT Years 1-5: \$46,440 Years 6-10: \$64,440 Years 11-15: \$82,440 Years 16-20: \$100,440	5b. RATE PER MONTH Years 1-5: \$129 Years 6-10: \$179 Years 11-15: \$229 Years 16-20: \$279			
RENTAL RATE BREAKDOWN	Years 1-5 (\$/Space/YEAR)	Years 6-10 (\$/Space/YEAR)	Years 11-15 (\$/Space/YEAR)	Years 15-20 (\$/Space/YEAR)
6. PARKING	6a. <u>\$1,548.00</u>	6c. <u>\$2,148.00</u>	6c. <u>\$2,748.00</u>	6c. <u>\$3,348.00</u>

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER			
15a. Name City of Fargo		15b. Unique Entity Identifier (UEI) K2QJQZVH5PM6	
15c. Address 225 4th St N	15d. City Fargo	15e. State North Dakota	15f. ZIP + 4 58102-4817

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☐ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY				
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)				
18. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner				
18a. NAME Dr. Tim Mahoney	18b. ADDRESS 225 4th St N	18c. CITY Fargo	18d. STATE North Dakota	18e. ZIP + 4 58102-4817
18f. Title Mayor	18g. E-mail address commission@fargond.gov		18h. Telephone Number 701-241-1310	
18i. OFFEROR'S SIGNATURE				18j. DATE SIGNED

PART II - AWARD (To be completed by Government)

E. ADDITIONAL TERMS AND CONDITIONS

19a. The United States may not, without written consent from the City of Fargo, which must be approved by the Board of the City Commissioners, sublease or assign the Lease and the United States' rights thereunder to any third-party during the terms of the Lease.

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents: (a) this GSA Form 3626, (b) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases)

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

- 2.** If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
- 3.** The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

LESSOR: _____ GOVERNMENT: _____

(3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or

LESSOR: _____ GOVERNMENT: _____

3. A lump sum equitable adjustment.

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

LESSOR: _____ GOVERNMENT: _____

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

LESSOR: _____ GOVERNMENT: _____

system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

LESSOR: _____ GOVERNMENT: _____

9. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)

LESSOR: _____ GOVERNMENT: _____

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

LESSOR: _____ GOVERNMENT: _____

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

SOLICITATION PROVISIONS
(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

4. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

5. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (JUL 2021)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

6. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Mayor Tim Mahoney 225 4th St N Fargo, ND 58102	TELEPHONE NUMBER 701-241-1310
	_____ Signature	_____ Date

July 7, 2022

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N
Fargo, ND 58102

RE: Public Works West Building Renovations (AFB22117) – Bid Acceptance and Award

Commissioners:

Beginning on June 1, 2022, Fargo Public Works published an advertisement requesting bids (AFB22117) for general construction, mechanical and electrical renovations at the Public Works West building. Bids were received June 22, 2022 from one single prime general contractor, two multiple prime mechanical contractors, and no bids were received from electrical contractors for the multiple prime. Since bids were not received for the electrical contracts for multiple prime bids, the only bid that can be considered at this time is the single prime bid submitted by Gast Construction.

The apparent low bidder submitting a bid, as shown below, for the single prime contract.

Division 1 – Single Prime Bidder	Contract	Base Bid
Gast Construction Company, Inc.	Single Prime	\$795,800.00
Total Base Bid		\$795,800.00
Engineer's Opinion of Cost		\$683,500.00

RECOMMENDED MOTION: I/we hereby move based on advertisement for bids (AFB22117) to accept the bids and award to the low bidder, Gast Constructions for the Public Works West building renovations at a base bid of \$795,800.00.

Respectfully submitted,



Ben Dow
Public Works Director



300 23rd Ave E, Suite 100
West Fargo, ND 58078
701 232 5353
KLJENG.COM

July 6, 2022

Ben Dow
Director of Public Works
City of Fargo
402 23rd Street North
Fargo, ND 58102

Re: Recommendation of Award for PW West HVAC Upgrades

Bids on the referenced project were opened on June 22, 2022. A total of 4 bids were received. One for a single prime bid (Division 1), one for multiple prime (Division 2) – general construction and two for multiple prime (Division 2) – mechanical construction. No bids were received for the multiple prime – multiple prime – electrical. In addition, no bids were rejected. The bids were reviewed for mathematical errors, and none were found. All bids appear to be responsive.

Since bids were not received for the electrical contracts for multiple prime bids (Division 2), the only bid that can be considered at this time is the single prime bid (Division 1) submitted by Gast Construction. Per the North Dakota Century Code, "A governing body may allow submission of a single prime bid for the complete project or bids for other specialized portions of the project. A governing body may not accept the single prime bid unless that bid is lower than the combined total of the lowest responsible multiple bids for the project."

The apparent low bidder submitting a bid are listed below for the single prime contract.

Division 1 – Single Prime Bidder	Contract	Base Bid
Gast Construction Company, Inc.	Single Prime	\$795,800.00
Total Base Bid		\$795,800.00
Engineer's Opinion of Cost		\$683,500.00

The North Dakota Century Code requirements for bidding public projects was followed for the project. The project was advertised for a minimum of 21-days prior to bid opening in the Fargo Forum. In addition, the project documents were posted to QuestCDN, a nationally recognized bid management website, as well as the builders exchanges in Fargo, ND, Grand Forks, ND, and Minneapolis, MN. The on-line builder's exchange ConstructConnect also downloaded plans to their sites from the QuestCDN website.

Understanding there may be concerns over the low bidder response for this project, KLJ had also reached out to four general contractors, 7 electrical contractors, and 4 mechanical contractors on June 1, 2022, to let them know the project had been advertised for bid. KLJ also spoke with Naseth Construction, another plan holder interested in the project, to discuss their reason for not submitting a bid. We were informed the potential for liquidated damages was what prevented them from submitting a bid.



300 23rd Ave E, Suite 100
West Fargo, ND 58078
701 232 5353
KLJENG.COM

It is our recommendation to move forward with the award of the contract to the apparent low bidder, Gast Construction, if the owner determines they are responsible. If the owner elects to not move forward with an award at this time, construction costs will continue to climb increasing the overall cost of the project. Material price increases and material availability will continue to be a concern for owners, contractors, and designers well into the foreseeable future.

If you elect to move forward with awarding the contract to Gast Construction, you will find the *Notice of Award* attached for your approval. Please date (top of the document), sign and return to our office. We will send to the successful bidder for their signature and then return a copy to you for your records.

If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE
Project Manager

Project No.: 1904-01296

Copy To: Tanner Smedshammer
Enclosure(s): (1) Bid tabulation (1) Notice to Award



Bid Opening June 22, 2022 @ 11:30am
PW West HVAC Renovations
City of Fargo

[illegible]

Tabulation of Bids Prepared by: Cassie Murano
Date: 6/22/2022

NOTICE OF AWARD

Date of Issuance:

Owner: City of Fargo Owner's Project No.:
 Engineer: KLJ Engineering, LLC Engineer's Project No.: 1904-01296-5
 Project: Public Works West HVAC Renovation
 Contract Name: Stipulated Price
 Bidder: Gast Construction Company, Inc
 Bidder's Address: 3410 39th St S, Fargo, ND 58104

You are notified that Owner has accepted your Bid dated **June 22, 2022**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid

The Contract Price of the awarded Contract is **\$795,800.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Submit Certificate of Insurance and Certificate of Workers' Compensation Insurance**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Fargo**

By (signature): _____

Name (printed): Timothy Mahoney

Title: Mayor

Copy: Engineer

July 6, 2022

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

**RE: 2022 North Dakota Department of Environmental Quality
Volkswagen Settlement Rebate Grant Agreement**

Commissioners:

In October of 2016, the United States finalized a Partial Consent Decree with Volkswagen Corporation (VW) regarding the installation and use of emission testing defeat devices in approximately 500,000 of the diesel-powered vehicles. As part of the decree, VW agreed to pay \$14.7 billion to settle the use of the devices in its vehicles. Within Appendix D of the decree, an environmental mitigation trust fund was established for the use of funding a variety of diesel emission reduction projects across the country. North Dakota's Allocation of the mitigation trust was expected to be \$8,125,000 over a three-year period. On behalf of the State of North Dakota, the North Dakota Department of Environmental Quality (NDDEQ) is the designed "Beneficiary" for the State. The NDDEQ has developed a mitigation plan to provide an outline on how the trust funds may be utilized and spent within the State.

In Year One the City of Fargo received funding totaling \$720,953.00 for the purchase of EV vehicle supply equipment along with 50% cost share of a replacement Fire Ladder truck.

On May 2nd, 2022, the City of Fargo's applications for 50% cost share of various equipment was submitted.

On June 2nd, 2022, the City of Fargo received notice that one grant application submitted on May 2nd, 2022, had been selected to receive funding totaling \$316,697.00.

On July 1st, 2022, we received the Volkswagen Settlement Rebate Grant Agreements for the replacement of the 2008 Vactor Combination Sewer Truck. The agreement finalize the terms of the grant program and allow the city to move forward with this project.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Volkswagen Settlement Rebate Grant Agreement between the North Dakota Department of Environmental Quality and the City of Fargo.

Respectfully submitted,



Tanner Smedshammer
Fleet Purchasing Manager

NORTH
Dakota | Environmental Quality
Be Legendary.™

June 2, 2022

Mr. Tanner Smedshammer
City of Fargo
402 23rd St. North
Fargo, ND 58102

Re: 2022 Volkswagen Settlement Funding Application

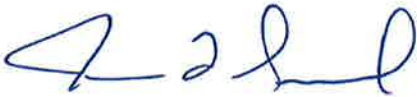
Dear Mr. Smedshammer:

The North Dakota Department of Environmental Quality (Department) is pleased to inform you that the City of Fargo has been selected to receive an award under the state's Volkswagen Settlement program. The award is expected to be \$316,697 for the purchase of the new truck prioritized in your application.

You will be receiving an award contract which will detail the award and any additional conditions. At that time, we will ask you to review the contract and conditions and return a signed copy to the Department. If you wish to decline the award, please contact the Department as soon as possible.

If you have any questions, please contact Keith Hinnenkamp of my staff at (701)328-5196.

Sincerely,



James L. Semerad
Director
Division of Air Quality

**REBATE CONTRACT**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ)

Contract Number G21.069	Start Date 7/1/2022	End Date 7/1/2024
<p>This Rebate Contract is not effective, and expenditures related to this contract should not be incurred until this Contract is fully executed by both parties. If attachments are referenced, they must be returned with the signed Contract. If attachments were not provided contact the Program Director identified below.</p>		
Title of Project/Program North Dakota Volkswagen Settlement Program	NDDEQ Project Coding 5511 EQ1256-11	
Contractor Name City of Fargo	Program Director Jim Semerad-Division of Air Quality	
Address 402 23 rd Street N	Address 4201 Normandy Street, 2 nd Floor	
City/State/ZIP Code Fargo, ND 58102	City/State/ZIP Code Bismarck, ND 58503-1324	
Contact Name Tanner Smedshammer	Contact Name Keith Hinnenkamp	
Telephone Number 701-241-1460	Telephone Number 701-328-5196	
Email Address Tanner.smedshammer@FargoND.gov	Email Address khinnenk@nd.gov	
Amount Awarded	NDDEQ Cost Share	Contractor Cost Share
	\$316,697	\$316,697
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$316,697	\$316,697
Total Costs \$633,394		
<p>Scope of Service Contractor as an eligible entity for this funding, as a city that operates diesel-powered vehicles, shall use this contract to partially fund the cost of the new, large, diesel-powered truck that was prioritized in the application submitted to the NDDEQ. The project shall be completed in accordance with the requirements of the Volkswagen Settlement program as outlined in the application. The NDDEQ cost share shall not exceed 50% of the cost of an eligible truck.</p>		
<p>Reporting Requirements Progress reports shall be provided to the NDDEQ upon request. The final progress report and reimbursement request must be received by the NDDEQ by July 1, 2024.</p>		
<p>Special Conditions The 2008 truck being replaced shall be scrapped within 90 days of receiving the new truck. Scrapped shall mean to render inoperable and available for recycle, and at a minimum, to specifically cut a 3-inch hole in the engine block of the engine. Scrapped shall also include the dismantling of the chassis by cutting the truck frame rails completely in half.</p> <p>Prior to receiving reimbursement, the Contractor shall submit the following to the NDDEQ:</p> <ol style="list-style-type: none"> 1. Invoice or other documentation showing the final price of the new truck. 2. Completed scrappage form certifying destruction of the old truck. (The form will be provided by the NDDEQ.) 3. Photos of the old truck must be submitted as JPEG files and may not be in black and white or PDF scans. The following photos are required: <ol style="list-style-type: none"> a. Side profile of the truck being scrapped b. VIN plate of the truck being scrapped c. Engine tag of the truck being scrapped showing the engine serial number and EPA family name d. Chassis rails cut in half e. Engine block prior to destruction/hole being drilled f. Engine block after destruction/hole has been drilled 		
<p>This Rebate Contract is subject to the following terms and conditions.</p>		

1. CONTRACTOR'S UNDERSTANDING OF TERM OF FUNDING

Contractor understands that this contract is a one-time contract and acknowledges that it has received no assurances that this contract may be extended beyond its expiration date.

2. ASSIGNMENT AND SUBCONTRACTS

Contractor may not assign or otherwise transfer or delegate any right or duty without State's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause.

Contractor may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of State.

3. INDEPENDENT ENTITY

Contractor is an independent entity under this Contract and is not a state employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Contract are subject to examination by the North Dakota Department of Environmental Quality, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. State, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.

5. RETENTION OF RECORDS

Contractor agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Contractor must provide the State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Contractor that are pertinent to the services provided under this contract. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest

State is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, State, in its sole discretion, by written notice to Contractor, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

State by written notice to Contractor, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause.

State may terminate this Contract effective upon delivery of written notice to Contractor, or any later date stated in the notice:

- 1) If Contractor fails to provide services required by this Contract within the time specified or any extension agreed to by State; or
- 2) If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of State provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7. CONTINGENT LIABILITY

During the term of this contract, and for three years after this contract expires or is terminated, Contractor agrees to reimburse State for any claims submitted by State for federal financial participation in the cost of this contract to the extent those claims are disallowed by any federal agency for failure on the part of Contractor to comply with this contract or any federal or state statutory or regulatory provisions which govern the source of funding. The State agrees to give Contractor prompt written notice of any disallowed claims subject to reimbursement by Contractor. Any amount disallowed as described is a debt owing to the State. Action may be brought by the State as allowed by law.

8. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

9. INTEGRATION, MODIFICATION, AND SEVERABILITY

This contract constitutes the entire agreement between the Contractor and State. There are no understandings, agreements, or representations, oral or written, not specified within this contract. No alteration, amendment, or modification of this contract is effective unless it is reduced to writing, signed by the parties, and attached to the contract. If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

10. COLLATERAL CONTRACTS

If any inconsistency exists between this contract and other provisions of collateral contractual agreements that are made a part of this contract by reference or otherwise, the provisions of this contract control.

11. COMPLIANCE WITH PUBLIC RECORDS LAWS

Contractor understands that, in accordance with this Contract's Confidentiality clause, State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Contract may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact State promptly upon receiving a request for information under the public records law and to comply with state's instructions on how to respond to the request.

12. CONFIDENTIALITY

Contractor shall not use or disclose any information it receives from State under this Contract that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by State. State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Contract.

13. ATTORNEY FEES

In the event a lawsuit is initiated by State to obtain performance due under this contract, and State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay State's reasonable attorney fees and costs in connection with the lawsuit.

14. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering into this Contract, State does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

15. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non *conveniens*.

16. SPECIAL CONDITIONS

Contractor shall meet all applicable special conditions as specified in the contract.

17. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the Term of this Contract all licenses and permits required by law. Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling State to terminate in accordance with the Termination for Cause section of this Contract.

18. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this contract beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this contract. If those appropriations are not forthcoming, State will notify Contractor as soon as possible and the contract will terminate on June 30 of that year. State will neither be penalized nor incur any liability because of termination of the contract as provided above.

19. SPOILIATION-PRESERVATION OF EVIDENCE

Contractor shall promptly notify State of all potential claims that arise or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect such evidence, including the scene of the accident

20. EVALUATION

State shall, throughout the effective dates on the contract, conduct an ongoing evaluation of Contractor's performance in carrying out the Scope of Service in the Contract. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by State representatives to review progress made by Contractor in accomplishing stated goals and objectives.

21. CONTRACTOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, Contractor OR Subcontractor with or receive funds

to provided services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following:

- a. Fair Labor Standards Act, Equal Pay Act of 1963,
- b. Titles VI and VII of the Civil Rights Act of 1964,
- c. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d. Age Discrimination Employment Act of 1967,
- e. Age Discrimination Act of 1975,
- f. Drug-free Workplace Act of 1988,
- g. Americans with Disabilities Act of 1990,
- h. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving,
- i. Section 504 of the Rehabilitation Act of 1973,
- j. Executive Order 13043, Increasing Seat Belt Use in the United States,
- k. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
- l. Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
- m. Build America, Buy America of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917)

22. DEBARMENT/SUSPENSION

Contractor certifies that neither Contractor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

23. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Contractor must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

24. SMOKE FREE

Any Contractor that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Contractor is not in North Dakota, Contractor will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

25. ENERGY AND ENVIRONMENTAL CONSERVATION

Contractor must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

26. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247-253).

27. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses. Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at North Dakota Century Code § 32-12.2-04.

CONTRACTOR	STATE
Tanner Smedshammer	L. David E. Glatt, P.E.
Fleet Purchasing Manager	Director
402 23 rd Street N	4201 Normandy Street
Fargo, ND 58102	Bismarck, ND 58503-1324

28. CERTIFICATION

Contractor certifies that their organization/agency will ensure all program managers are aware of and will comply with the requirements set forth in this Contract and that the individual(s) responsible for authorizing, expending, or accounting for contract funds will be provided access to the Contract.

Unique Entity ID (SAM)	Federal Taxpayer Identification Number (FEIN) SSN
K2QJQZVH5PM6	45-6002069

29. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties.

CONTRACTOR	STATE OF NORTH DAKOTA
City of Fargo	Acting through its Department of Environmental Quality
By:	By:
Tanner Smedshammer	L. David Glatt, P.E.
Fleet Purchasing Manager	Director
Date:	Date:



(21)

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

July 6th, 2022

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2023 Combination Sewer Recycler Jet Truck Purchase - PBC101221-VTR

Commissioners:

On June 27th, 2022, at the City of Fargo Finance Committee meeting, board members approved item 2B, replacement Combination Sewer Recycler Jet Truck with a 50% cost share from the North Dakota Department of Environmental Quality Volkswagen Settlement Rebate Grant Agreement. This purchase is pending NDDEQ VW Grant approval by the City Commission on July 11th, 2022 City Commission Agenda.

A cost evaluation process was started in spring of 2022 for the purchase of a new Combination Sewer Recycler Jet Truck. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Sourcwell Cooperative Purchasing agency has Vendor Contract number 101221-VTR (Sewer Vacuum) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined which proposals met the specifications required. A proposal synopsis is attached for your clarification and consideration. It is our recommendation to purchase from Sanitation Products using the Sourcwell Buying contract. Funding for this project will be split between the ND-Department of Environmental Quality along with being included in the 2023 Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Combination Sewer Recycler Jet Truck thru Sanitation Products utilizing the Sourcwell Buying Contract for the total amount of \$643,889.00. Grant award for this project was \$316,697.00. A 5-year lease will be procured for the remaining cost at the time the vehicle is received.

Respectfully Submitted,

Tanner Smedshammer
Fleet Purchasing Manager



SANITATION PRODUCTS INC.

1402 41st N
Fargo, ND 58102
Phone: 701.282.0296
www.SanitationProductsInc.com

Quotation For:
Tanner
City of Fargo
402 23rd St N
Fargo ND 58102
701 241-1460

Quotation

DATE 6/16/2022
Quotation # 100
Customer ID ABC123

Quotation valid until: 7/16/2022
Prepared by: Brian
Phone Number: 701 318-5947

Comments or Special Instructions: taxes not included

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
				Fargo ND	Due upon receipt

QUANTITY	Name/Model	Description	UNIT PRICE	AMOUNT
1	Freghtliner / 114SD	2023 Chassis	\$ 130,522.00	\$ 130,522.00
		455 HP Cummins X12		
		Allison Trans		
		Full spec attached		
1	Vactor / 2100i	15 yd Combo Truck w/ Water Recycler	\$ 502,872.00	\$ 502,872.00
		Full spec attached		
1	Vangaurd	Pathogen Defense System	\$ 8,995.00	\$ 8,995.00
1		Installation	\$ 1,500.00	\$ 1,500.00
1		Freight		
SUB TOTAL				\$ 643,889.00
OTHER				\$
TOTAL				\$ 643,889.00

NORTH
Dakota | Environmental Quality
Be Legendary.™

June 2, 2022

Mr. Tanner Smedshammer
City of Fargo
402 23rd St. North
Fargo, ND 58102

Re: 2022 Volkswagen Settlement Funding Application

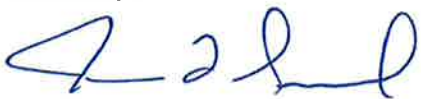
Dear Mr. Smedshammer:

The North Dakota Department of Environmental Quality (Department) is pleased to inform you that the City of Fargo has been selected to receive an award under the state's Volkswagen Settlement program. The award is expected to be \$316,697 for the purchase of the new truck prioritized in your application.

You will be receiving an award contract which will detail the award and any additional conditions. At that time, we will ask you to review the contract and conditions and return a signed copy to the Department. If you wish to decline the award, please contact the Department as soon as possible.

If you have any questions, please contact Keith Hinnenkamp of my staff at (701)328-5196.

Sincerely,



James L. Semerad
Director
Division of Air Quality

22

July 11, 2022

City of Fargo Commissioners
City Hall - 225 N 4th
Fargo, ND 58102

Dear Commissioners:

Please find attached a Third Amendment, extending the time from June 30, 2022 to June 30, 2023. This agreement is presented for ratification of the Mayor's signature because the contract was not received from NDDOT until June 27, 2022, and NDDOT required return by June 30, 2022, so it was presented to the Mayor in advance of the City Commission full consideration.

Requested motion: Ratify the Mayor's signature on the attached amendment between the City of Fargo and the State of North Dakota.

Respectfully,



Julie Bommelman, Transit Director
City of Fargo
650 23rd Street N
Fargo, ND 58102

\enc

MEMO TO: William T. Panos
Director

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Program Manager

DATE: 6/23/2022

SUBJECT: Section 5339(b), Bus and Bus Facilities Formula Program
Fargo, City of

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the contractor to complete the contract for the purchase of the new vehicles as delays have prevented the delivery of the vehicles before the original contract termination date. The project has taken longer than anticipated. No additional funds have been awarded.

The original contract has \$683,386 remaining as of June 23, 2022. The contract will have a new completion date of June 30, 2023.

38/bh 328-2542

NDDOT Contract No. 38201125B

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38201125
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo, City of, hereinafter known as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on October 1, 2020; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on October 1, 2020, shall have a new completion date of June 30, 2023.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Kember Anderson

NAME (TYPE OR PRINT)
Kember Anderson
SIGNATURE
F127912402C6489...

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

City of Fargo

COMPANY NAME
Timothy Mahoney
OFFICER'S NAME (TYPE OR PRINT)
Timothy Mahoney
SIGNATURE
FC7E592E9A2D4EF...
Mayor of Fargo
TITLE
6/30/2022
DATE

WITNESS:

Laureen M. Martin

NAME (TYPE OR PRINT)
Laureen M. Martin
SIGNATURE
D909228DAE1B4AB...

For the

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Jen Turnbow

DIRECTOR (TYPE OR PRINT)
Jen Turnbow
SIGNATURE
B81F1F509AAC461...
7/1/2022
DATE

DS
SS

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)
Paul Benning
SIGNATURE
A411F817506247A...
6/27/2022
DATE

DS
SH

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

ATTORNEY GENERAL

APPROVED as to Execution

DocuSigned by:
Clint Morgenstern
7/1/2022

Special Asst Attorney General



PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government
SFN 61785 (2-2022)

Instructions:

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 6.17.2022	
Funding Program 5339	Contract Number 38201125A
Current Contract End Date 12/31/2022	Proposed End Date 6/30/2023
Remaining Federal/State Contract Amount	Proposed Increase in Federal/State Funding \$12,000.00

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Repair Metro Transit Garage (MTG) vehicle drive-over pit and hoist; finish renovation project at the Ground Transportation Center (GTC).	

1. Reason for Delay (Provide a detailed description.)
Project at MTG has been almost completed, there is only a small amount of electrical and miscellaneous finishing work to finalize the project, these will be completed within the next month. The GTC project has minor concrete work to complete outside in the driveway exit area and we are awaiting delivery of some bollards for traffic flow control - these were delayed due to running out of time late last year upon the arrival of winter weather.

2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.)
A contract was awarded for both the MTG and GTC projects. The MTG project is in the final phase (pit/hoist repairs only need minor work to complete - this will be done within a month) but require an additional \$12K to complete. The GTC project for the exit driveway work has been completed as of last week, we are awaiting invoicing, the other portion of that project will be completed once the bollards arrive and are placed, this will take until approximately September 30, 2022).

Approximately 20% of the budget remains.

3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.)
Finalize the very last pieces of both projects and finish before year end.

4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:

☐ 0 ☒ 1 ☐ 2 or more, provide explanation: _____

Authorized Official or Agency Designee Julie Bommelman	Completion Date 06/16/2022
<p>I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.</p>	
Signature of Authorized Official or Agency Designee Julia Bommelman <i>Julia Bommelman</i>	Date 06/22/2022

<p><i>This Section is for NDDOT/Local Government Division Staff use only</i></p>	
<p>Recommendation:</p> <p><input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved</p>	
Signature <i>Brady Hanson</i>	Date 06/22/2022
<p>Comments: Extended for time. No additional funds awarded.</p>	

Please send completed/signed extension request to bhanson@nd.gov or
NDDOT/Local Government Division
608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

Envelope Id: 79B17AE2DA5149C3BF6756BFF334BF84

Status: Completed

Subject: Contract #38201125B: Please DocuSign: Contract Amendment

Contract Number: 38201125B

PCN:

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 4

Initials: 2

Connie Nelson

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

conelson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Connie Nelson

Location: DocuSign

6/24/2022 8:31:54 AM

conelson@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Signer Events

Stacey Hanson

smhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication**Signature**

Signature Adoption: Pre-selected Style

Signed by link sent to smhanson@nd.gov

Using IP Address: 165.234.252.245

Timestamp

Sent: 6/24/2022 8:53:29 AM

Viewed: 6/24/2022 8:56:36 AM

Signed: 6/24/2022 8:59:32 AM

Authentication Details

SMS Auth:

Transaction: 660657FF23A4060491936E0EC66A6168

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/24/2022 8:56:29 AM

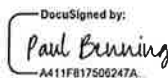
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Signed by link sent to pbenning@nd.gov

Using IP Address: 165.234.253.12

Sent: 6/24/2022 8:59:34 AM

Viewed: 6/27/2022 8:11:26 AM

Signed: 6/27/2022 8:11:32 AM

Authentication Details

SMS Auth:

Transaction: 6606952607BC030491947845B4CA2A3A

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/27/2022 8:11:20 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Timothy Mahoney
tmahoney@fargond.gov
Mayor of Fargo
City of Fargo
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

FC7E592E9A2D4EF...

Signature Adoption: Pre-selected Style
Signed by link sent to tmahoney@fargond.gov
Using IP Address: 165.234.250.1

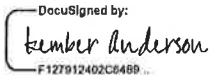
Timestamp

Sent: 6/30/2022 4:15:52 PM
Viewed: 6/30/2022 4:20:16 PM
Signed: 6/30/2022 4:20:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kember Anderson
kanderson@fargond.gov
Mayor
City of Fargo
Security Level: Email, Account Authentication
(None)

DocuSigned by:

F127912402C6489...

Signature Adoption: Pre-selected Style
Signed by link sent to kanderson@fargond.gov
Using IP Address: 165.234.250.1

Sent: 6/30/2022 4:20:26 PM
Viewed: 6/30/2022 4:21:27 PM
Signed: 6/30/2022 4:21:35 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

DS


Signature Adoption: Pre-selected Style
Signed by link sent to ssauer@nd.gov
Using IP Address: 165.234.253.12

Sent: 7/1/2022 10:04:18 AM
Viewed: 7/1/2022 1:59:23 PM
Signed: 7/1/2022 1:59:32 PM

Authentication Details

SMS Auth:
Transaction: 6606EC85CB84020491973564DE8A5DA7
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/1/2022 1:59:14 PM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Clint Morgenstern - SAAG
Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:

74C101681DFD4D8...

Signature Adoption: Pre-selected Style
Signed by link sent to cdmorgenstern@nd.gov
Using IP Address: 165.234.252.245

Sent: 7/1/2022 1:59:39 PM
Viewed: 7/1/2022 2:57:09 PM
Signed: 7/1/2022 2:58:02 PM

Authentication Details

SMS Auth:
Transaction: 6606ED5A0AB013049197595B9A9A738B
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/1/2022 2:57:04 PM
Phone: +1 701-213-0588

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Jen Turnbow
jturnbow@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Signature

DocuSigned by:

B81F1F5D9AAC461...

Signature Adoption: Drawn on Device
Signed by link sent to jturnbow@nd.gov
Using IP Address: 174.199.104.41
Signed using mobile

Timestamp

Sent: 7/1/2022 2:58:08 PM
Viewed: 7/1/2022 3:50:36 PM
Signed: 7/1/2022 3:50:51 PM

Authentication Details**SMS Auth:**

Transaction: 6606EE1DCB840D0491973550979A84D2
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/1/2022 3:50:30 PM
Phone: +1 701-595-4945


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laureen M. Martin

lmartin@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:

D009228DAE1B4AB...

Signature Adoption: Pre-selected Style
Signed by link sent to lmartin@nd.gov
Using IP Address: 165.234.253.8

Sent: 7/1/2022 3:50:54 PM
Viewed: 7/1/2022 3:51:40 PM
Signed: 7/1/2022 3:51:49 PM

Authentication Details**SMS Auth:**

Transaction: 6606EE216FFC0504919729844E0A7BB3
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/1/2022 3:51:33 PM
Phone: +1 701-426-3251

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)

VIEWED

Sent: 6/24/2022 8:32:00 AM
Viewed: 6/24/2022 8:33:00 AM
Completed: 6/24/2022 8:38:39 AM

Using IP Address: 165.234.252.245

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Agent Delivery Events**Status****Timestamp**

Julie Bommelman
jbommelman@fargond.gov
Security Level: Email, Account Authentication
(None)

VIEWED

Using IP Address: 216.239.10.67

Sent: 6/27/2022 8:11:35 AM
Resent: 6/28/2022 7:09:24 AM
Viewed: 6/29/2022 4:10:41 PM
Completed: 6/30/2022 4:15:52 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Intermediary Delivery Events**Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Becky Hanson bhanson@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 6/24/2022 8:38:40 AM Viewed: 6/24/2022 8:53:29 AM
Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 6/30/2022 4:21:37 PM Viewed: 7/1/2022 10:04:18 AM
Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/1/2022 1:59:36 PM Viewed: 7/1/2022 2:09:35 PM
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/1/2022 2:58:06 PM Viewed: 7/1/2022 3:11:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2022 8:32:00 AM
Certified Delivered	Security Checked	7/1/2022 3:51:40 PM
Signing Complete	Security Checked	7/1/2022 3:51:49 PM
Completed	Security Checked	7/1/2022 3:51:49 PM
Payment Events	Status	Timestamps

23

July 11, 2022

City of Fargo Commissioners
City Hall - 225 N 4th
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully submits a Memorandum of Understanding (MOU) between the City of Fargo and the State of North Dakota for approval.

The purpose of the MOU is to transfer \$1,000,000 in Carbon Reduction funds, administered by the Federal Highway Administration (FHWA), to the Federal Transit Administration (FTA). FTA will administer the funding to the City of Fargo Transit Department in the form of a grant. The grant application will be submitted directly to FTA for the purchase of replacement buses upon notification to the City that the fund transfer is complete and funding is available. The local share of \$250,000 was requested in the 2022 Transit budget.

Requested motion: Approve the attached MOU between the City of Fargo and the State of North Dakota, and authorize staff to apply for and execute a grant for the outlined funds.

Respectfully,



Julie Bommelman, Transit Director
City of Fargo
650 23rd Street N
Fargo, ND 58102

\enc

MEMO TO: Jen Turnbow
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 06/30/2022

SUBJECT: MOU for Transit Capital Project FY 2022 Urban Raods Program Project
CRP-8-984(173) PCN 23650

This contract is a Memorandum of Understanding (MOU) agreement with City of Fargo on the Bus Replacement project.

Contract # 38221035

- This MOU is to transfer Urban Roads Funds to FTA for the City of Fargo Bus Replacement Project.

- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Paul Benning
Shannon Sauer
Julie Bommelman - MATBUS
City of Fargo Officials
Seng Marohl
Legal
Jen Turnbow
Laurie Martin

**Transit Capital Project
Fiscal Year 2022 Urbanized Carbon Reduction Program
Memorandum of Understanding
City of Fargo and NDDOT
NDDOT Project No. CRP-8-984(173), PCN 23650**

This Memorandum of Understanding (MOU) is entered into by and between the North Dakota Department of Transportation (NDDOT) acting through the Director, whose address is 608 East Boulevard Avenue, Bismarck, ND 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City who agree that:

It is in the best interest of both parties to have the city of Fargo take the lead in the procurement of fixed route replacement vehicles, funded through the fiscal year 2022 Carbon Reduction Urbanized Program, as a Section 5307 grant through the Federal Transit Administration (FTA). The transit capital project is currently programmed in the 2022-2025 NDDOT Statewide Transportation Improvement Program (STIP) and the Metro COG Transportation Improvement Program (TIP), ID Number 4200017, at the following cost:

\$1,250,000 Total
\$1,000,000 Federal
\$ 250,000 City

NDDOT has discussed this project with the Federal Highway Administration (FHWA) and FTA. It has been determined that FTA will administer the grant to the city of Fargo. Pursuant to Title 23 of the United States Code, NDDOT will submit a funding transfer request to FHWA. FHWA will transfer the funds to FTA for a grant to the city of Fargo for this project.

NDDOT will notify the city of Fargo once it has received confirmation that FHWA has transferred the funds. The city of Fargo is responsible for obtaining the grant from FTA for the fixed route replacement vehicles. The funds shall be used as identified in the approved STIP and TIP. The city agrees to the terms and conditions required for this project by FHWA and FTA.

The city agrees to the following requirements for NDDOT:

- a. The city shall submit project data and information as requested by NDDOT.
- b. The city shall also submit financial statements, data, records, contracts, specifications, procurement documents, and other documents related to the project as requested by NDDOT.
- c. The city shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after close-out of the FTA grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

Transit Capital Project
CRP-8-984(173)
Page 2 of 2
June 29, 2022

- d. The city shall list NDDOT as lienholder on the vehicles in accordance with the "NDDOT State Management Plan for Public Transportation".

ATTESTED:

NAME (TYPE OR PRINT)

SIGNATURE

CITY OF FARGO

MAYOR (TYPE OR PRINT NAME)

SIGNATURE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

**NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION**

DIRECTOR (TYPE OR PRINT NAME)

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DocuSigned by:

Paul Benning

SIGNATURE

7/1/2022

DATE

DS
SS

DS
SH

Certificate Of Completion

Envelope Id: DC49F2A601CF4C779FE78C79119C1C83

Status: Sent

Subject: Please DocuSign: Contract #38221035: MOU for Fargo 2022 Transit Bus Replacement

Contract Number: 38221035

PCN: 23650

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

6/30/2022 4:00:35 PM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Location: DocuSign

Transportation CLOUD

Signer Events

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication**Authentication Details**

SMS Auth:

Transaction: 6606DA71D10C010491903A07FDCAEA2F

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/30/2022 4:55:25 PM

Phone: +1 701-527-8879

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Timestamp

Sent: 6/30/2022 4:47:35 PM

Viewed: 6/30/2022 4:55:33 PM

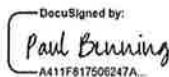
Signed: 6/30/2022 4:55:59 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 6/30/2022 4:56:02 PM

Viewed: 7/1/2022 7:35:21 AM

Signed: 7/1/2022 7:35:28 AM

Authentication Details

SMS Auth:

Transaction: 6606E706FD48020491973551C75AC16F

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 7/1/2022 7:35:05 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

Sent: 7/1/2022 7:35:30 AM
Viewed: 7/1/2022 2:06:49 PM
Signed: 7/1/2022 2:06:59 PM

Authentication Details

SMS Auth:
Transaction: 6606ECA1B4E00A049197F8E8606A5A02
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/1/2022 2:06:45 PM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sengaroun Marohl
smarohl@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jen Turnbow
jturnbow@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laureen M. Martin
lmartin@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 6/30/2022 4:00:42 PM Viewed: 6/30/2022 5:00:27 PM Completed: 6/30/2022 4:47:34 PM
Agent Delivery Events	Status	Timestamp
Julie Bommelman jbommelman@fargond.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/1/2022 2:07:00 PM Viewed: 7/7/2022 9:23:21 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2022 4:00:43 PM
Payment Events	Status	Timestamps

24

June 27, 2022

Board of City Commissioners
City Hall – 225 N 4th
Fargo, ND 58102

Dear Commissioners:

On February 7, 2022, the Fargo City Commission approved changes to Appendix 15 of the First Transit Contract retroactive to January 24, 2022, increasing the wage scale to recruit and retain drivers and restore impacted service levels. In addition, on February 22, 2022, the Fargo City Commission authorized the Transit Director to negotiate the one-year extension option for CY2023 tied to the Consumer Price Index (CPI) adjustment.

First Transit began negotiations with the Teamsters Union for driver wages based on the new scale approved for 2022, and also negotiated rates for 2023-2025 and improvements to benefits. First Transit has paid the adjusted wages retroactively. The Cities and First Transit have since negotiated 2023 and mutual agreement was reached on the following items, which are presented below for City Commission consideration:

Management Fees:

The 2023 management fees will increase by 6.23%, shared by Fargo and Moorhead based on revenue hours. Management fees provide eight full-time equivalent employees. When driver wages were increased on January 24, 2022, senior management wages and company overhead and profit were not adjusted.

Wages & Benefits:

Driver wages are proposed to increase by 3% in 2023 to reflect a cost-of-living adjustment. Total driver costs would increase by 5.13% for step increases and improved health insurance benefits. The starting driver wage for 2023 is \$21.90.

Access to Software and Equipment:

The contract terms will be amended to insure the City has access to technology or surveillance equipment provided by the Contractor installed on a City-owned asset. First Transit has installed DriveCam video used for driver safety training and GeoTab for vehicle performance data.

Implementation is dependent upon both cities' approval of the contract changes and amendment. The cost to Fargo for 2023 is included in the proposed Mass Transit Budget.

The negotiated price change in 2023 totals \$253,607 or 5.35% and is below the Consumer Price Index (CPI) for the Midwest Region Transportation Group as of March 2022 of 8.6%. The drivers will receive a pay increase per their Collective Bargaining Agreement, along with applicable step increases and bonuses.

For Schedule Information: 701-232-7500

All the incentives or bonuses as listed in Appendix 15 to the contract (see attached) will continue to be billed to the City of Fargo and City of Moorhead as a pass-through cost based on actual payments made to employees. The new operator sign-on bonus and referral bonus are only implemented if pre-approved by both the City of Fargo and City of Moorhead based on the current need for recruitment, such as lack of qualified driver applications. Implementation of bonuses may be authorized by the Transit Director as long as costs do not exceed the approved budget. Approximately \$75,000 annually is programmed in the budget for all bonuses. First Transit may implement a sign-on bonus at their discretion and cost within the contract prices.

FARGO SUMMARY	<u>Revised</u> Year 2 (2022)	<u>Option Yr 1 (2023)</u>	<u>Change</u>	% Change
Fixed Route				
Management Services	\$ 780,002	\$ 828,626	\$ 48,624	6.23%
Drivers	\$ 3,120,371	\$ 3,280,498	\$ 160,127	5.13%
SUBTOTAL FIXED ROUTE	\$ 3,900,372	\$ 4,109,124	\$ 208,752	5.35%
Paratransit (81%)				
Management Services	\$ 172,269	\$ 183,008	\$ 10,739	6.23%
Drivers	\$ 664,850	\$ 698,966	\$ 34,116	5.13%
SUBTOTAL PARATRANSIT	\$ 837,118	\$ 881,974	\$ 44,855	5.36%
TOTAL FARGO	\$ 4,737,491	\$ 4,991,098	\$ 253,607	5.35%
PERFORMANCE BOND	\$ 25,881	\$ 37,763	\$ 11,882	45.91%

RECOMMENDED MOTION: Approve the attached Amendment 1 to the contract between the City of Fargo and First Transit.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

Attachment

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT**

THIS AMENDMENT NO. 1, made this 11th of July, 2022, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement between the City of Fargo and First Transit (the "Agreement") to provide CITY with management, supervisory and operational services for its fixed route system (the Agreement is attached hereto as Exhibit A); and

WHEREAS, CITY AND CONTRACTOR agree that to recruit employees, fill vacancies, and increase retention the minimum wage scale for drivers needs to be increased; and

WHEREAS, CITY AND CONTRACTOR desire to revise Appendix 15 to the Agreement to increase the minimum wage rates effective January 24, 2022, and

WHEREAS, the Agreement provides for an option to extend the contract for three (3) one-year periods from January 1, 2023 to December 31, 2025, and

WHEREAS, CITY also desires to exercise its first one-year option with CONTRACTOR to extend the Agreement from January 1, 2023 to December 31, 2023; and make changes to the fees for Fixed Route service set out in the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as follows:

A. Pursuant to Article 11 of the Agreement, the parties hereby extend the Agreement for an additional one-year period beginning January 1, 2023, through and including December 31, 2023.

B. Paragraph 8.3.1 of the Agreement is hereby amended, effective January 24, 2022, as follows:

	Hourly Rate
January 24, 2022, through December 31, 2022:	\$ 36.81
January 1, 2023, through December 31, 2023:	\$ 38.70

C. Paragraph 8.3.2 of the Agreement is hereby amended, effective January 24, 2022, as follows:

	Hourly Rate
January 24, 2022, through December 31, 2022:	\$ 35.51
January 1, 2023, through December 31, 2023:	\$ 37.34

- D. Paragraph 8.3.3 of the Agreement is hereby amended, effective as follows:

	Monthly
January 24, 2022, through December 31, 2022:	
Fixed Route	\$ 65,000.13
Paratransit	\$17,723.12

	Monthly
January 1, 2023, through December 31, 2023:	
Fixed Route	\$ 69,052.15
Paratransit	\$ 18,827.96

- E. Paragraph 8.3.4 of the Agreement is hereby amended, effective January 1, 2023, as follows:

	Annual
January 1, 2023, through December 31, 2023:	\$ 37,763.23

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year and include the original bond and proof of payment by CONTRACTOR.

The actual performance bond cost shall be shared between the City of Fargo and City of Moorhead based on each City's percentage of the Total Cost Summary provided by First Transit in the cost proposal spreadsheet as follows:

	<u>Year 2023</u>
Fargo Percentage	72.05%
Moorhead Percentage	<u>27.95%</u>
TOTAL	100.00%

- F. Paragraph 8.3.5 of the Agreement is hereby amended, effective January 1, 2023 as outlined in Appendix 15 estimated as follows:

January 1, 2023 through December 31, 2023:	
Fixed route:	\$75,000.00

- G. Paragraph 4.3 of the Agreement is hereby amended and replaced with the following language as follows:

Drivers must be paid at a minimum the wages and benefits as outlined in the revised Appendix 15, effective January 24, 2022. The employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

G. Paragraph 13.9, Federal Clauses, are hereby amended as contained in Revised Attachment B.

H. Paragraph 13.10 is hereby added to the Agreement as follows:

The CONTRACTOR will provide access to CITY to technology or surveillance equipment provided by the Contractor and installed on a City-owned asset, e.g. DriveCam video used for driver safety training and GeoTab for vehicle performance data.

I. Appendix 3 and Appendix 4 are hereby signed and recertified by CONTRACTOR for the period January 1, 2023, through December 31, 2023.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Agreement to be executed effective the day and year first above written.

CITY OF FARGO

FIRST TRANSIT

BY: _____
Dr. Timothy J. Mahoney, Mayor

BY: _____
Its: _____

BY: _____
Steve Sprague, City Auditor

BY: _____
Its: _____

MINIMUM WAGES AND BENEFITS

Fixed Route and Paratransit Drivers

Probationary Period:

The Cities of Fargo and Moorhead require a one-year probationary period for all employees hired under this contract. Performance reviews shall be given to each employee at 90-days, at the end of the probation period and no less than annually thereafter. Performance reviews shall be given to each employee after initial hire within 90-days and annually thereafter.

Seniority:

Existing seniority will be honored in length of service and wages the employee hire date shall be the first day the employee drives a vehicle in revenue service after completion of training. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date.

Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).

Wages and Benefits:

Bus operators working at least 35 hours per week, per CBA, shall be guaranteed, at a minimum, the wages and benefits listed below during the term of this contract.

*In future or option years, the minimum wages for each year shall be no less than the previous year's wages plus the "Consumer Price Index (CPI) All Urban Consumers for Midwest Region Size Class B/C Services" for the percent change for the previous twelve months. If the CPI is less than zero, the minimum wages shall be the previous year's wages unless the Contractor and/or City demonstrate there are circumstances requiring a wage increase above the CPI, the Contractor or City may negotiate the rate.

	Jan 1, 2022		Jan 24, 2022		1/1/23		1/1/24		1/1/25
Step 1	\$19.30	→	\$21.25	↘	\$21.90	↘	\$22.55	↘	\$23.25
Step 2	\$19.66	→	\$22.00	↘	\$22.65	↘	\$23.35	↘	\$24.00
Step 3	\$20.03	→	\$22.80	↘	\$23.50	↘	\$24.20	↘	\$24.95
	\$20.40								
Step 4	\$20.91	→	\$23.60	↘	\$24.30	↘	\$25.05	↘	\$25.80
Step 5	\$21.50	→	\$24.40	↘	\$25.15	↘	\$25.90	↘	\$26.70
	\$21.57								
	\$22.02								
Step 6	\$22.31	→	\$25.20	↘	\$26.00	↘	\$26.80	↘	\$27.60
	\$22.48								
Step 7	\$23.07	→	\$25.95	↘	\$26.75	↘	\$27.55	↘	\$28.40
	\$23.39								
Step 8	\$23.66	→	\$26.75	↘	\$27.55	↘	\$28.40	↘	\$29.25
Step 9			\$27.55	↘	\$28.40	↘	\$29.20	↘	\$30.15
Step 10			\$28.30	↘	\$29.15	↘	\$30.00	↘	\$30.90
Step 11			\$29.10	→	\$30.00	→	\$30.90	→	\$31.85

Paid time off (PTO): (Vacation and Sick Time)

All PTO will be earned on an annual basis as described herein.

Regular PTO:

After the first complete year of employment, upon the employee completing their 90 Day probationary period, the employee shall start to accrue 7 days regular PTO or 0.58 days per month. Regular PTO will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date, or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining regular PTO balance.

Banked PTO (Sick Leave):

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours, (15 days). Upon separation of employment from the contractor, the employee will not be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – Complete 90 Day Probationary Period	0	0	0	0
Complete 90 Day Probationary Period but < 2 YRS	56	40	7	5
>2 YRS but <5 YRS	80	40	10	5
>5 YRS but < 12YRS	120	40	15	5
>12 YRS	160	40	20	5

PTO can only be taken in 4-hour (1/2 Day) or 8-hour (Full Day) increments.

Health / Welfare:

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees after completion of 90 days of employment. The contractor shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, the company shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

Effective January 1, 2023: The contractor shall pay a minimum of 75% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, the company shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium base plan.

Paid Holidays: Employees shall be eligible for holiday pay immediately upon employment. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

401(k):

The contractor is to offer a 401K retirement plan, with a company match.

Short-term Disability Insurance:

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

SRC Hospital Indemnity:

Contractor employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

Health Savings Account (HSA):

The Contractor health insurance allows for employees to contribute an HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

During the term of this agreement the Contractor shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

Bereavement Leave:

Contractor employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, stepmother, stepsister, stepbrother, and stepchildren

Safety Meetings:

Attendance at monthly safety meetings is required. Contractor employees will be paid for time at monthly safety meetings.

Dental Coverage Plans:

Full time Contractor employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:

Contractor employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

Vision Insurance:

Contractor employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

Safety and Customer Service Incentives:

The following Contractor employee incentive programs proposed by the Contractor are targeted to increase driver retention, minimize safety infractions, minimize absenteeism, improve driver reliability, and enhance service quality.

All the incentives or bonuses outlined below and paid to employees will be billed to the City of Fargo and City of Moorhead as a pass-through cost based on actual payments made and included on each City's regular monthly invoices.

The new operator sign-on bonus and referral bonus will be only implemented if pre-approved by both the City of Fargo and City of Moorhead based on the current need for recruitment, such as lack of qualified driver applications.

New Operator Sign-On Bonus:

The minimum bonus of \$500 can be increased up to \$2,500 based on the demands of the recruitment needs.

Bonus will be split into 3 pay out time of equal value:

Entering into Revenue Service

At 60 Days

At 180 Days

Employee Referral Bonus:

The bonus is paid to both the current employee and their referrals at:

60 days = \$500

180 days = \$500

Safety Bonus:

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves safety goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees. Part-Time employees must work at least 40 hours per month in order to receive this bonus.

Eligibility requirements:

- The employee must complete a pre/post trip inspection each day they work
- The employee must have no preventable collisions or passenger injuries
- The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- The employee must have no traffic violations in company or personal vehicles
- Attend Monthly Safety Meeting
- Fewer than three (3) coachable DriveCam clips monthly

Incentive Bonus:

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Contractor employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full-time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter. Part-time employees are not eligible for this bonus.

Eligibility requirements:

- No substantiated passenger complaints or incidents
- Monthly Average OTP above 90% for fixed drivers and 95% for para drivers, unless there is a reasonable explanation, such as weather events, traffic delays, and construction detours, passenger related delays, event traffic, dispatch issues, routing issues or other circumstances outside of the Bus Operator's control.
- Have a perfect attendance record
 - Zero attendance points for current month (Late, absent, etc.)
- Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)
- Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- Attended the monthly safety meetings
- Having no other discipline incidents / actions

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	-	March	April
2	April	-	June	July
3	July	-	September	October
4	October	-	December	January

By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:



1. **No Government Obligation to Third Parties:** *Applies to all third-party contracts that are federally funded.*

- a. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



2. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

X

3. **Federal Changes:** *Applies to all contracts.*

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Agency and FTA, and they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

X

4. **Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

X

5. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

X

6. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, 'Requirements/or Energy Assessments,' 49 C.F.R. part 622, subpart C.*

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

X

7. **Veterans Employment:** *Applies to capital projects, to the extent practicable*

As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, the Contractor agrees that it:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

The Contractor also assures that its sub-recipients will:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

X

8. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** *Applies to all contracts.*

The Contractor is prohibited from obligating or expending federal funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" is:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor shall not provide covered telecommunications equipment or services in the performance of this contract.

X

9. **Termination Provisions:** *Applies to all contracts over \$10,000.*

Termination for Convenience (General Provision): The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.⁵

Opportunity to Cure (General Provision): The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within ten [10] days after receipt by Contractor or written notice from the Agency setting forth the nature of said breach or default, the Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

This termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

X

10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;

- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part I 80, subpart C, as supplemented by 2 C.F.R. part I 200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

X

11. **Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters** : *Applies to all contracts exceeding \$25,000.*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify City Utilities, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which City Utilities is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and City Utilities, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the Agency, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Agency is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this agreement or another agreement with the Agency involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

X

12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (Note: A separate certification will be required to be signed if the contract meets this criteria), to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐

13. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

☒

14. **Clean Air Act and the Federal Water Pollution Control Act:** *Applies to all contracts exceeding \$150,000.*

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251-1388. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

X

15. **Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.*

- a. Disputes will be presented in writing to the appropriate Agency personnel - in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. Agency personnel and the Contractor will attempt to resolve any dispute arising in the performance of the contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission - it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council - it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b. Unless otherwise directed by the Cities of Fargo/Moorhead, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

- c. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

X

16. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

X

17. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- a. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- b. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR§ 47.403. [State reasons]:

(End of statement)

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

X

18. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:**

Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:

a. **Prevailing Wage Requirements**

- i. *Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA 's 'Davis-Bacon Related Act');*
- ii. *The Davis-Bacon Act, 40 USC. §§ 3141-3144, 3146, and 3147; and*
- iii. *U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.*

b. **"Anti-Kickback" Prohibitions**

- i. *Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;*
- ii. *Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 USC. § 3145; and*
- iii. *US. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

X

19. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:*

- a. **Contract Work Hours and Safety Standards**
 - i. *Contract Work Hours and Safety Standards Act, as amended, 40 USC §§ 3701- 3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
 - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

b. For Construction Contracts:

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other

Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

c. **For Awards Not Involving Construction:**

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.



20. **Bonding:** *The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$175,000. Minnesota State Statute 574.26 limit is \$100,000) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:*

- a. A bid guarantee from each bidder equivalent to five [5] percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond,

certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - i. 50% of the contract price if the contract price is not more than \$1 million;
 - ii. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond. Bid Bond Requirements (Construction)

Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the Agency to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety [90] days subsequent to the opening of bids, without the written consent of the Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety [90] days after the bid opening without the written consent of the Agency, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting Bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the Agency as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the Agency for the damages occasioned by default, then the

undersigned bidder agrees to indemnify the Agency and pay over to the Agency the difference between the bid security and the Agency's total damages, so as to make the Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

- a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
 - iii. Two and one half million if the contract price is more than \$5 million.
- b. If the original contract price is \$5 million or less, the Agency may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Agency's interest.

The following situations may warrant a performance bond:

- a. The Agency's property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- b. A contractor sells assets to or merges with another concern, and the Agency, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

- c. Substantial progress payments are made before delivery of end items starts.
- d. Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Agency's interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- I. Fifty percent of the contract price if the contract price is not more than \$1 million;
- II. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- III. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Agency shall determine the amount of the advance payment bond necessary to protect the Agency.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished, and the financial responsibility of the Contractor is unknown or doubtful. The Agency shall determine the amount of the patent indemnity to protect the Agency.

Warranty of the Work and Maintenance Bonds

The Contractor warrants to the Agency, the architect and/or engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the Agency, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be

considered defective. If required by the project manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one [1] year after final payment by the Agency and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Agency. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to the Agency written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one [1] year after final payment and shall be written in an amount equal to ONE HUNDRED PERCENT [100%] of the CONTRACT SUM, as adjusted (if at all).



21. **EEO:** *Applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3*

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The Agency will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.



22. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.



23. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. Under this contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the contract.
- b. Special Warranty. When the contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a special warranty for its award, including its award of federal assistance under the Tribal Transit Program. The U.S. DOL special warranty is a condition of the contract.
- c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

X

24. Charter Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;

- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA 's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

X

25. School Bus Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

If the Contractor violates this school bus agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

X

26. Substance Abuse Requirements: Drug & Alcohol Testing: *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA 's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a. Operating a revenue service vehicle, including when not in revenue service;

- b. *Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;*
- c. *Controlling dispatch or movement of a revenue service vehicle;*
- d. *Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts or such services; or an employer who receives funding under 49 USC § 5311 and contracts out such services.*
- e. *Carrying a firearm for security purposes.*

Additionally, third-party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

X

- 27. Rights to Inventions Made Under a Contract or Agreement:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

- a. *Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b. *Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the contract.

- a. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data

developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- c. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.
- f. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

X

28. Disadvantaged and Small Business Enterprise (DBEs): *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

In connection with the performance of this service, the Contractor will cooperate with the Agency in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to ensure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to ensure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by Agency for purchases pertaining to this contract to the best of the Contractor's ability and will provide the Agency with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Fostering Small Business Participation

The Agency has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the Agency. This program is race and gender-neutral, however SBEs can also count towards DBE goals.

X

29. Prompt Payment and Return of Retainage: *Applies to all contracts.*

Recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 4 71.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

X

30. 6002 of the Solid Waste Disposal Act: *Applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.*

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended (42 U.S.C. 6962) by the Resource Conservation and Recovery Act (RCRA), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

X

31. Americans with Disabilities Act Access (ADA): *Applies to all contracts.*

Introduction: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issues by other Federal agencies.

- ☐ a) **Rolling Stock Accessibility:** Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", "49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA Accessibility Specifications for Transportation Vehicles," 36

CFR Part 1192 and 49 CFR Part 38. Vehicles acquired (with limited exceptions) should be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;

- ☒ b) **Purchased Transportation Services Accessibility:** A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. MART advises its third party contractors operating public transportation services to review the requirements for public entities in this context which include but are not limited to:
- a. **Complementary Paratransit Service:** Requirements that public entities providing fixed-route service provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route system.
 - b. **Equal Opportunity:** Requirements for service with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.
- ☐ c) **Design and Construction Accessibility:** Facilities to be used in public transportation systems and service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

☒ 32. **Assignability Clause:** *Applies to all contracts.*

Procurements through assignments: Neither the Agency nor the Contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

☒ 33. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third-party contracts that are federally funded.*

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



- 34. Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA 's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FT A's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.



- 35. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the*

pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(111) and supplemented by 49 C.F.R. part 663.

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance

X

36. Safe Operation of Motor Vehicles: *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

X

37. Recycled Products: *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.*

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource

Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

DEBARMENT AND SUSPENSION CERTIFICATION

The proposer certifies to the best of its knowledge and belief, and that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this proposal/contract, been convicted or had a civil judgment awarded against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period preceding this application/proposal/contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ ARE APPLICABLE THERETO.

NAME

DATE

LOBBYING RESTRICTIONS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date